

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Agenda  
January 8, 2019**

**Meeting Called To Order**

**Pledge Of Allegiance**

**Minutes-**

**Consideration Of The November 13, 2018 Regular Meeting Minutes,  
November 1st And December 11th, 2018 Special Session Minutes**

Documents:

[11132018 MINUTES.PDF](#)  
[11012018 MINUTES SPECIAL SESSION.PDF](#)  
[12112018 MINUTES SPECIAL SESSION.PDF](#)  
[18.11.09 WS-TOWN SETTLEMENT AGREEMENT-FINAL-EXECUTED.PDF](#)

**Public Comments-**

**Appointments:**

**Parks Board - All Of Them**

**Design Review - Kim Peterson & Huntly Gordon**

**Board Of Zoning Appeals - Replace Miriam Wiggins**

**Unfinished Business:**

**1. Wastewater Request**

- a. Tri Star
- b. Holt

**2. Second Reading And Public Hearing Of Ordinance 2018-017: An Ordinance Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve A Revised Plan For The Event Venue At 4520 Graystone Quarry Lane (Off Of Harpeth School Road) And To Approve Graystone's Draft State Wastewater Permit.**

Documents:

[ORDINANCE 2018-017 GRAYSTONE QUARRY.PDF](#)  
[SOP-18023 GRAYSTONE DRAFT PERMIT.PDF](#)

**3. Second Reading And Public Hearing Of Ordinance 2018-018: An Ordinance Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Close And Abandon A Portion Of Baugh Road (Tax Map 145, Parcel 039.00)**

Documents:

[ORDINANCE 2018-018 BAUGH ROAD.PDF](#)  
[BAUGH ROAD EXHIBIT.PDF](#)

**New Business:**

**4. First Reading Of Ordinance 2019-001: An Ordinance Of The Town Of Thompson's Station, Tennessee Which Amends The Land Development Ordinance To Revise Section 4.10.C To Reduce The Required Interior Dimensions For Garages**

Documents:

[ORD 2019-001 GARAGE LDO AMEND.PDF](#)  
[ORD 2019-001 STAFF REPORT LENNAR LDO AMEND.PDF](#)

**5. Resolution 2019-001: A Resolution To Adopt The Tennessee Department Of Transportation's (TDOT's) Consultant Selection Policy For Projects Funded By The Federal Highway Administration (FHA) Or TDOT**

Documents:

[RESO 2019 -001 CONSULTANT SELECTION.PDF](#)  
[RESO 2019-001 CONS. SELECT. MEMO.PDF](#)  
[TDOT SELECTION POLICY.PDF](#)

**6. Resolution 2019-002: A Resolution Of The Town Of Thompson's Station, Tennessee Approving An Additional Services Addendum Number 1 To The Existing Contract With Barge Design Solutions, Inc. For Engineering Services Related To The Design Of A Wastewater Subsurface Dispersal System**

Documents:

[RESOLUTION 2019-002 BARGE SUBSURFACE CONTRACT.PDF](#)  
[2018.09.11 BARGE DESIGN PHASE I DRIP FIELD DESIGN.PDF](#)  
[T\\_STATION\\_HILL\\_DRIP\\_PH2\\_ADDENDUM1.PDF](#)

**7. Resolution 2019-003: A Resolution Of The Town Of Thompson's Station, Tennessee Approving A Professional Services Contract With Barge Design Solutions, Inc. For Engineering Services Related To The Repair Of Cell #1 At The Regional Wastewater Facility**

Documents:

[RESOLUTION 2019-003 BARGE CELL 1 REPAIR.PDF](#)  
[WASTEWATER REPAIR CONTRACT\\_BARGE.PDF](#)

**8. Resolution 2019-004: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Subdivision Development Agreement With Regents Homes For Phase 2A "Town Center" Of Tollgate Village And Authorize The Mayor To Execute Said Agreement**

Documents:

[RESOLUTION 2019-004 PHASE 2A DEV AGR.PDF](#)  
[DA PHASE 2A TOLLGATE VILLAGE.PDF](#)

**9. Resolution 2019-005: A Resolution Of The Town Of Thompson's Station, Tennessee To Enter Into An Agreement With Duncan & Associates For An Impact Fee Study And Authorize The Mayor To Execute Said Agreement**

Documents:

[RESO 2019-005 IMPACT FEE AWARD DUNCAN.PDF](#)

[IMPACT FEE MEMO.PDF](#)

**10. Ordinance 2019-002: An Ordinance To Amend Title 18 Of The Town Of Thompson's Station, Tennessee Municipal Code By Establishing A Utilities Board To Act As The Wastewater Board Of The Town**

Documents:

[ORD 2019-002 WASTEWATER UTILITIES BOARD.PDF](#)

**Announcements/Agenda Requests**

**Adjourn**

**Information Only:**

**Finance Report**

Documents:

[FINANCE REPORT.PDF](#)

*This meeting will be held at 7:00 p.m. at Thompson's Station Community Center  
1555 Thompson's Station Road West*

Town of Thompson's Station  
Board of Mayor and Aldermen  
Minutes of the Meeting  
November 13, 2018

**Call to Order.**

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday, November 13, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Planner Wendy Deats; Finance Director Steve Banks; Town Attorney Todd Moore and Assistant Town Administrator David Coleman. Town Clerk Jennifer Jones was unable to attend.

**Pledge of Allegiance.**

**Consideration of Minutes.** The minutes of the October 9, 2018 regular meeting were presented.

Alderman Bell requested to amend the minutes taking him off as present at the October 9<sup>th</sup>, 2018 meeting and amending all votes by stating "approved by all present".

**After discussion, Alderman Bell made a motion to accept the minutes as amended. The motion was seconded and carried by all present.**

**Public Comments:**

**Jeff Carlson – 2736 Village Dr.** – Voiced opposition to Parson's Valley project. Voiced concerns regarding traffic and sewer issues.

**Matthew Gary – 2700 Brenda St.** – Congratulated Board on election and thanked Alderman Shepard for his service on the Board. Voiced concerns on the traffic backup at Thompson's Station Road East and Buckner Road because of the red light put in by the City of Spring Hill.

**David Kellers – 2803 Station South Dr.** – Discussed having options for connectivity between the Station South subdivision and the proposed Parson's Valley project.

**John Peterson – 3448 Colebrook Dr.** – Voiced opposition to adopting a new Code of Ethics policy.

**Linda Cash – 2633 Thompson's Station Rd. E** – Voiced opposition to the Parson's Valley project due to density concerns, wildlife concerns and quality of life concerns.

**Unfinished Business:**

**1. Wastewater Request –**

- a. Parsons Valley** – Withdrawn by applicant.



- 2. Public Hearing and Second Reading of Ordinance 2018-016: An Ordinance of the Town of Thompson’s Station, Tennessee to amend Ordinance 06-015 to replace the Code of Ethics policy in the Municipal Code.**

**After discussion, Alderman Dilks made a motion to approve second reading of Ordinance 2018-016 – An Ordinance of the Town of Thompson’s Station, Tennessee to amend Ordinance 06-015 to replace the Code of Ethics policy in the Municipal Code. The motion was seconded and failed by a vote of 3 to 2 with Mayor Napier and Aldermen Bell & Stover casting the dissenting votes.**

- 3. BOMA consideration of an RFQ (Request for Qualifications) to conduct a road impact fee study and develop a recommendation for an update to the impact fees.**

Mrs. Deats reviewed the consideration of a model RFQ to conduct a road impact fee study.

**After discussion, Alderman Shepard made a motion to approve consideration of an RFQ to conduct road impact fee studies, all impact fees, and develop a recommendation for an update to the impact fees. The motion was seconded and carried by all.**

**After further discussion, Alderman Shepard made a motion for BOMA to consider an RFQ to conduct a sewer impact fee study and develop a recommendation for an update to the impact fees. The motion was seconded and carried by all.**

**New Business:**

- 4. Resolution 2018-022 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a Right of Way utility easement within Preservation Park for the MTEMC Underground Service Line.**

Mr. Moore reviewed the item with the Board of Mayor and Aldermen.

**After discussion, Alderman Bell made a motion to approve Resolution 2018-022, a Resolution of the Town of Thompson’s Station, Tennessee to approve a Right of Way utility easement within Preservation Park for the MTEMC Underground Service Line. The motion was seconded and carried by all.**

- 5. First Reading of Ordinance 2018-018 – An Ordinance of the Board of Mayor and Alderman of the Town of Thompson’s Station, Tennessee to close and abandon a portion of Baugh Road.**

Mrs. Deats reviewed her report and recommended that the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to close and abandon a portion of Baugh Road.

**After discussion, Alderman Stover made a motion to approve first reading of Ordinance 2018-018, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to close and abandon a portion of Baugh Road. The motion was seconded and carried by all.**

**6. First Reading of Ordinance 2018-017 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a revised plan for the Event Venue at 4520 Graystone Quarry Lane (off of Harpeth School Road) and to approve Graystone’s Draft State Wastewater Operating Permit.**

Mrs. Deats reviewed her report and recommended approval of first reading of Ordinance 2018-017.

Rick McEachern with Graystone Development came forward to speak on his behalf.

**After discussion, Alderman Bell made a motion to approve First Reading of Ordinance 2018-017, An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a revised plan for the Event Venue at 4520 Graystone Quarry Lane (off of Harpeth School Road) and to approve Graystone’s Draft State Wastewater Operating Permit. The motion was seconded and carried by all.**

**7. Resolution 2018-024 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station to amend its 457 Retirement Plan to permit Hardship Loans.**

**After discussion, Alderman Stover made a motion to approve Resolution 2018-024, A Resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station to amend its 457 Retirement Plan to permit Hardship Loans. The motion was seconded and carried by all.**

**8. Resolution 2018-025 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a contract addendum with Barge Design Solutions, Inc., for On -Call Engineering and Consulting Services and to authorize the Mayor to sign the contract.**

**After discussion, Alderman Bell made a motion to approve Resolution 2018-025, a Resolution of the Board of Mayor approve a contract addendum with Barge Design Solutions, Inc., for On -Call Engineering and Consulting Services and to authorize the Mayor to sign the contract. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard dissenting.**

**Adjourn**

There being no further business, the meeting was adjourned at 7:59 p.m.

---

Corey Napier, Mayor

---

Jennifer Jones, Town Recorder

Town of Thompson's Station  
Board of Mayor and Aldermen  
Minutes of the Meeting  
November 1, 2018

**Call to Order.**

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 6:00 p.m. on Thursday, November 1, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell, Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Planner Wendy Deats; Town Clerk Jennifer Jones; Town Attorney Todd Moore and Town Attorney Allison Bussell.

**New Business:**

1. Resolution 2018-021 A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, TN to approve a Proposed Settlement Agreement from Whistle Stop Farms, LLC to dismiss the pending litigation (U.S. District Court Middle Tennessee, Cases 3:16-Cv-02934 and 3:16-Cv-03309).

**After discussion, Alderman Bell made a motion to approve the proposed settlement agreement from Whistle Stop Farms LLC to dismiss the pending litigation with the following contingencies:**

1. **Adding in a good faith clause**
2. **Adding in a force major clause**
3. **Adding a mediation clause to understand good faith**
4. **If additional capacity is available at the Heritage facility, Whistle Stop can utilize that as long as the infrastructure is sufficient.**
5. **Whistle Stop has first right to the taps at Heritage Commons.**

**The motion was seconded and approved by all.**

**(See settlement agreement attached as part of these minutes)**

**Adjourn**

There being no further business, the meeting was adjourned at 7:02 p.m.

---

Corey Napier, Mayor

---

Jennifer Jones, Town Recorder

Town of Thompson's Station  
Board of Mayor and Aldermen  
Minutes of the Meeting  
December 11, 2018

**Call to Order.**

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 6:30 p.m. on Tuesday, December 11th, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Ben Dilks; Town Planner Wendy Deats; Town Finance Director Steve Banks; Town Clerk Jennifer Jones; and Town Attorney Todd Moore. Alderman Brian Stover arrived at 6:41 pm. Alderman Brandon Bell was unable to attend.

**New Business:**

1. Administration of Oath to Alderman Shaun Alexander.

**Town Attorney Todd Moore administered the Oath of Office to Alderman Shaun Alexander.**

2. Consider approval of Town Administrator Profile and Authorize MTAS to re-open candidate search.

**Alderman Dilks made a motion to make an offer to Jeff Causey for the position of Town Administrator. There being no second, the motion failed.**

**After discussion, Alderman Alexander made a motion to authorize MTAS to re-open the candidate search for the position of Town Administrator. The motion was seconded and carried by a vote of 3 to 1 with Alderman Dilks casting the dissenting vote.**

3. Appointment of BOMA representative to Planning Commission.

**Alderman Dilks made a motion to appoint Alderman Shaun Alexander as the BOMA representative to the Planning Commission. The motion was seconded and carried by all present.**

**Adjourn**

There being no further business, the meeting was adjourned at 6:44 p.m.

---

Corey Napier, Mayor

---

Jennifer Jones, Town Recorder

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Whistle Stop Farms, LLC, a Tennessee limited liability company (“Developer”) and the Town of Thompson’s Station (“Town”) (collectively, the “Parties”), effective November 9th, 2018 (the “Effective Date”).

### **1. RECITALS**

1.1 Developer filed two lawsuits against the Town and both of them are currently pending in United States District Court for Middle Tennessee, *Whistle Stop Farms, LLC, v. Town of Thompson’s Station*, 3:16-cv-02934 and *Whistle Stop Farms, LLC v. Board of Mayor and Aldermen for Thompson’s Station, et al*, 3:16-cv-03309 (collectively, the “Litigation”).

1.2 The Parties wish to enter this Agreement to resolve all disputes between them related to the Whistle Stop Farms development (hereinafter “Whistle Stop” or the “Project”), which would result in Developer dismissing the Litigation.

Based on the foregoing, and other consideration set out herein, the Parties agree as follows:

### **2. SETTLEMENT TERMS**

#### **Whistle Stop Farms Development**

2.1 Developer may proceed based on the original approvals by the Town’s Planning Commission in October 2013, except as otherwise provided herein, including Phase I for 46 residential lots. Whistle Stop shall be subject to the Town’s zoning ordinance and subdivision regulations in effect on October 22, 2013, except as specifically provided herein. A copy of the relevant applicable provisions is attached hereto as **Exhibit “A”**.

2.2 Developer may build up to 343 units in Whistle Stop, including up to 179 multi-family units and one (1) commercial unit, in the area shown on the Revised Concept Plan, presented in the form of a revised Preliminary Plat, attached hereto as **Exhibit “B”** and is hereby deemed approved by the Town upon approval of this Agreement by the Town’s Board of Mayor and Aldermen (“BOMA”). The single-family units shall be developed as reflected on **Exhibit “B.”** The multi-family units shall be developed in accordance with the development standards in the Town’s Land Development Ordinance (“LDO”) in effect on the date of this Agreement, with the exception that the Developer shall be permitted to satisfy its obligation to separate multi-family units from the single-family units in the Project with heavily forested berms in lieu of masonry walls required by Section 4.10.3 of the applicable multi-family development standards attached hereto as **Exhibit “C”**.

2.3 The Town agrees that wastewater service shall be made available to the Project as follows:

(a) The Town has now acquired the land necessary for disposal capacity at the regional wastewater treatment facility for Whistle Stop. The Town agrees that, upon full execution of this Agreement, all 343 approved lots in Whistle Stop shall be permitted and

able to connect to the Town's regional wastewater treatment facility on the following schedule and subject to the following terms:

(1) Phase I of the Project, which includes 46 residential lots and the 1 commercial lot, shall be permitted to connect immediately to the Town's existing wastewater system, with such lots to initially be treated at the Heritage Commons wastewater treatment facility.

(2) The remaining 297 approved lots in Whistle Stop shall be permitted and able to connect to the Town's regional wastewater treatment facility according to the timeline set forth below AND upon the completion of the sewer lines and facilities necessary to physically connect the Project to the regional wastewater system (collectively, the "Connection Improvements"). The Connection Improvements shall not include any regional wastewater system upgrades related to Whistle Stop's connection or otherwise.

(i) Developer may connect the first 100 additional units (in addition to Phase I) on December 31, 2020, but if these taps become available before this date, Developer may connect at the earlier time;

(ii) an additional 100 units not later than December 31, 2021, but if these taps become available before this date, Developer may connect at the earlier time; and

(iii) the remaining 97 units not later than December 31, 2022, but if these taps become available before this date, Developer may connect at the earlier time.

The Developer shall be responsible for all costs related to the design and construction of the Connection Improvements that are necessary to serve Whistle Stop. The process for construction of the Connection Improvements shall proceed as follows:

Developer shall provide the Town with written notice, sketch plans, and a proposed timeline for construction of the Connection Improvements before construction begins. Within thirty (30) calendar days of the Town's receipt of such notice and other documentation, the Town shall notify Developer as to whether (1) any additional upgrades shall be installed along with the Connection Improvements, including but not limited to any lines being up-sized to accommodate other connections or; and/or (2) the Town elects to complete the Connection Improvements in lieu of Developer by formally bidding out the project.

In the event that the Town requires that lines be up-sized or upgrades be installed beyond what is needed to service Whistle Stop, the Town shall be responsible for all costs associated with such up-sizing or upgrades.

In the event that the Town elects to complete the Connection Improvements and any up-sizing or upgrades through a bid process, the Town shall bid out the project within thirty (30) calendar days of its notice to Developer of such election. The Town further agrees that the project will be awarded to the successful bidder within fifteen (15) days of Developer posting its pro rata portion of the Connection Improvements costs (*i.e.*, the costs related to the design and construction of the Connection Improvements that are necessary to serve Whistle Stop), with construction to begin and be completed as soon thereafter as reasonably practicable.

In the event that the Town elects not to complete the Connection Improvements and any up-sizing or upgrades through a bid process, construction of the project shall not begin until after Developer posts a performance bond in the form of an irrevocable stand-by letter of credit. The bond shall be in an amount as determined the Town's consultant(s) as deemed to be sufficient to secure and assure the Town of the satisfactory construction, installation, and dedication of the Connection Improvements. In the event Developer does not complete the construction of Connection Improvements within thirty (30) calendar days after the estimated timeline for completion, the Town may give the Developer written notice of its intent to draw upon the performance bond and complete the Connection Improvements. Upon the receipt of such notice, the Developer shall either complete Connection Improvements within fifteen (15) days or terminate work to allow the Town to complete construction. Upon completion of the required improvements, the performance bond may be reduced to a maintenance bond of not less than thirty percent (30%) of the performance amount. The requisite maintenance bond shall remain in place until the Connection Improvements are accepted by the Town.

The Town agrees to take all measures consistent with a diligent, good-faith effort (“Diligent, Good-Faith Efforts”) to ensure that the respective deadlines outlined in Subsections 2.3(a)(2)(i) through 2.3(a)(2)(iii) are met and that the wastewater connection requirements outlined in the above schedule are provided in accordance with this Agreement. The Town further agrees to exercise Diligent, Good-Faith efforts in resolving any unanticipated complications arising from its efforts to comply with deadlines outlined in Subsections 2.3(a)(2)(i) through 2.3(a)(2)(iii). Developer agrees that it will not hold the Town liable or responsible for breaching this Agreement, or deem the Town to have defaulted under this Agreement, for failing to meet the deadlines outlined above, provided that these Diligent, Good-Faith Efforts are made.

In addition, the Town shall not be liable or responsible to Developer, nor be deemed to have defaulted under or breached this Agreement, for any failure to permit Whistle Stop to connect any portion of the remaining 297 units to the regional system by the respective deadlines outlined in Subsection 2.3(a)(2)(i) through 2.3(a)(2)(iii) above, when and to the extent such failure is caused by or results from the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities

(whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law, other than any government order or law promulgated by or on behalf of the Town; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, other than actions by or on behalf of the Town; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or similar industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the Town. The Town shall give notice within twenty (20) days of the Force Majeure Event to Developer, stating the period of time the occurrence is expected to continue, based on information then-available. The Town shall exercise Diligent, Good-Faith Efforts to end the failure or delay and minimize its effects. The Town shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

If Whistle Stop is not able to connect any portion of the remaining 297 units to the regional system by the respective deadlines outlined in Subsection 2.3(a)(2)(i) through 2.3(a)(2)(iii) above as a result of any Force Majeure Event and/or despite the Town's Diligent, Good-Faith Efforts to provide Whistle Stop such connection, but capacity is available at the Heritage Commons facility, Developer shall be first in line (*i.e.*, no other developer, applicant, person or entity will be provided access to Heritage Commons ahead of Developer from the date of BOMA's approval of this Agreement (November 1, 2018) until Developer is able to connect all 297 units to the regional system) to connect as many units as may be connected based on the capacity of the Heritage Commons facility (with "Capacity" to include wastewater treatment capacity AND infrastructure functionality and availability, to be determined by the Town's engineers and verified and confirmed by the Tennessee Department of Environment and Conservation ("TDEC") at the time of connection). Any such connection to the Heritage Commons facility shall continue until such time as capacity is available at the regional facility and the Town in its sole discretion elects to service those taps at the regional facility. In the event the Town exercises its discretion to relocate such taps to the regional facility, the Town shall be responsible for any costs associated with the relocation.

The Parties agree that, should any dispute arise over whether particular circumstances or events constitute a "Force Majeure Event" or "Diligent, Good-Faith Efforts" as outlined above, the Parties shall mediate the dispute in good faith before filing suit. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially-reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.



(b) The Parties agree that the wastewater tap fee structure for the units in Phase I of the Project, which includes 46 residential units and the 1 commercial unit, shall be as follows: The System Development Fee is \$2,500, which has already been paid by Developer to the Town in the amount of \$115,000; the Tap Fee is \$1,100, to be paid upon approval of final plat; and the Effluent Disposal Fee is \$2,500, to be paid with the building permit application. The Parties agree that the wastewater tap fee structure for the remaining units within the Project shall be as follows: The System Development Fee to be paid upon approval of preliminary plat at the Town's standard rate then in effect; the Tap Fee to be paid upon approval of final plat at the Town's standard rate then in effect; and the Effluent Disposal Fee to be paid with the building permit application at the Town's standard rate then in effect. The Town and the Developer also agree that the Developer has paid \$3,430 for the Capacity Allocation Fee for the entire Project (343 units). The Town and the Developer agree all other tap fees will be paid by the responsible parties as they become due.

(c) By execution of this agreement based on BOMA's approval of same, the Town hereby guarantees and vests Developer with rights to wastewater treatment capacity for 343 residential units and one (1) commercial unit within Whistle Stop for so long as the Developer and/or Developer's successors and/or assigns retain vested rights in the Project, pursuant to state law. Developer's rights to wastewater treatment capacity in the Project are not transferable to another development or project, but those rights shall inure to the benefit of Developer's successors and/or assigns.

2.4 The Town and Developer further agree as follows:

(a) All other applicable fees, including impact fees, shall be paid at the time any building permit is issued for any lot within the Project, which shall be paid by the entity applying for such building permit.

(b) Town agrees that the Developer may install the Connection Improvements and water lines necessary to service the Project within the Thompson's Station Road, West right-of-way. Developer shall only be responsible for "patching" the road and shall not have to repave the entire road. The Town further agrees that the Developer may install the Connection Improvements in any other of the Town's easements or rights-of-way. To the extent additional easements are needed for the installation of the Connection improvements or water lines, the Town agrees to obtain those easements, including through condemnation proceedings, at Developer's expense.

(c) The Town shall not require Developer to make any other off-site improvements for the Project other than minimal improvements to School Street. The minimal improvements to School Street contemplated by this provision consist solely of the paving of the edges thereof, as necessary.

(d) Town has provided current Old Town design documents to Developer, which are attached hereto as **Exhibit "D"**, and Developer may connect its entrance to Thompson's Station Road, West based on this revised design.

(e) The Town agrees that the tree replacement requirements for Project shall remain at 24” with a replacement ratio of .5” to 1”. The Town further agrees that street trees and trees within the heavily forested berms provided for in Section 2.2 of this Agreement shall be counted towards the Project’s tree replacement requirements.

(f) The Parties agree that no more than forty-five percent (45%) of the Project must remain open space as originally provided for in a Planned Neighborhood zoning district, pursuant to Town Ordinance No. 10-001.

(g) The Town agrees that the Developer may install extruded curbs, as set forth in the construction drawings for Phase I considered and approved by the Town Engineer on June 30, 2014, within the entire Project. The Town agrees that the width of the right of way shall be fifty (50) feet.

(h) The Parties agree that Developer is permitted to transfer, sell, assign, etc. the Project, as a whole or in part, at any time after the Effective Date of this Agreement, and that the provisions of this Agreement inure to the benefit of Developer’s successors, assigns, purchasers and/or transferees, provided that such successor, assign, purchaser or transferee also complies with Developer’s responsibilities as set out in this Agreement.

(i) Grading Permit No. 107, issued on June 30, 2014, remains in full force and effect and is hereby extended by the Town for twelve (12) months from the Effective Date of this Agreement.

### **Timeline and Dismissal of Litigation**

2.5 The Parties to this Agreement understand that approvals and conditions, including the dismissal of the Litigation, are required to effectuate their intent.

2.6 Developer will file a Preliminary Plat for Whistle Stop, a copy of which is attached hereto as **Exhibit “B”**, which the Town shall review and approve or disapprove at its specially-called Planning Commission meeting to be held on November 1, 2018. Upon approval of the Preliminary Plat, the Developer shall have vested rights in the Whistle Stop development in accordance with state law. Developer may also submit for final plat approval of Phase I at the next regularly-scheduled Planning Commission meeting. At Developer’s election, Developer may submit a completed final plat application for Phase I or, alternatively, may submit a partial final plat application for Phase I, subject to a later approval of construction drawings by the Planning Commission. Developer is not required to submit its application for approval of the final plat of Phase I at the same time it submits its preliminary plat application for Whistle Stop. **The Parties agree that all plat approvals, preliminary and final, identified herein shall be conditioned upon a dismissal of the Litigation, so that if the Litigation is not dismissed in accordance with the terms of this Agreement, Developer agrees that these approvals are void and the Parties may resume the Litigation.**

2.7 The BOMA’s approval of this Settlement Agreement shall constitute approval of Developer’s right to access and use the wastewater system described in Section 2.3, and no further approval of the BOMA shall be required.

2.8 A copy of the Town's form Development Agreement is attached hereto as **Exhibit "E"**, and the BOMA's approval of this Settlement Agreement shall constitute approval of the Development Agreement and no further approval of the BOMA shall be required. In the event any provisions of this Agreement conflict or are inconsistent with any provisions of the form Development Agreement, the Parties expressly agree that the provisions of this Agreement shall control and govern and cannot be and are not modified by the form Development Agreement. The BOMA's approval of this Settlement Agreement shall constitute approval of the Development Agreement for Whistle Stop and no further approval of the Town shall be required. In addition, the Parties further agree to certain modifications to the terms of the form Development Agreement, as set forth on **Exhibit "F"**, which is incorporated herein by reference as if set forth fully herein.

2.9 Building permits for Phase I of Whistle Stop shall be issued by the Town upon (i) approval of the Development Agreement; (ii) approval of final plat by the Planning Commission; (iii) posting of all required surety; and (iv) dismissal of the Litigation by Developer as provided for in Section 2.10 herein.

2.10 The Parties shall dismiss the Litigation, with prejudice, via Agreed Orders in the form attached hereto as **Exhibit "G"**, within 15 calendar days of the Town's approval of a preliminary plat for Whistle Stop and the final plat for Phase I of Whistle Stop.

2.11 If Developer does not dismiss the Litigation within 15 calendar days after the latest of all of the approvals outlined in Section 2.10, the Developer agrees all approvals made pursuant to this Agreement shall be void and of no effect.

2.12 The Parties agree that the Litigation shall be stayed until 15 calendar days after the specially-called Planning Commission meeting to be held on November 1, 2018, unless otherwise extended by the Parties.

### **3. GENERAL PROVISIONS**

3.1 **Definitions.** Except where otherwise noted, "Town," as used in this Agreement, shall include employees and agents of the Town, including the BOMA, Planning Commission, Town Administrator, Town Planner, Town Engineer and other agents and/or employees. Capitalized terms not otherwise defined herein are used as in the Town's regulations applicable to this Agreement.

3.2 **Construction and Interpretation; Amendments.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter. It shall supersede all prior understandings, agreements and representations, written or oral. No provision of this Agreement shall be construed for or against either Party because its legal representative drafted such provision. If any provision in this Agreement is deemed to be unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect. Paragraph titles and captions are inserted as a matter of convenience and for reference and do not define, limit, extend or describe the scope of this Agreement or any of its provisions. Amendments or modifications to this Agreement are void unless in writing signed by the Party to be bound. Dates falling on weekends and federal or state holidays will be continued to the next business day.

3.3 **Governing Law.** This Agreement shall be interpreted and construed according to, and its provisions and their enforceability governed by, the laws of the State of Tennessee, without regard to conflict of laws principles thereof. Litigated disputes related to this Agreement shall be decided in courts of appropriate jurisdiction in the State of Tennessee, County of Williamson.

3.4 **Counterparts; Facsimile Signatures.** This agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original. All counterparts together shall constitute a single agreement. Facsimile and electronic mail signatures shall have the same force and effect as originals.

3.5 **Authority.** Individuals executing this Agreement, and each of them, warrant they have full authority to sign on behalf of, and thereby to bind, the entity(ies) on whose behalf they sign. The representative of the Town expressly represents that this Agreement has been approved by BOMA and that the representative has been authorized by BOMA to execute this Agreement.

Having read this Agreement in its entirety, the Parties have caused it to be executed by their appointed representatives on the dates indicated.

**[SIGNATURES ON FOLLOWING PAGE]**

**TOWN OF THOMPSON'S STATION**

Date: 11/9/18

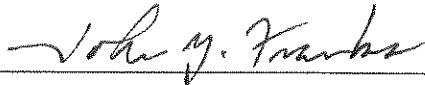
Signature: 

Name: COREY NAPIER

Title: MAYOR

**WHISTLE STOP FARMS, LLC, a Tennessee  
limited liability company**

Date: 11/8/18

Signature: 

Name: JOHN Y. FRANKS

Title: Member

0138893.0661669 4811-4553-8938 4811-4553-8938

**ORDINANCE NO. 2018-017**

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A REVISED PLAN FOR THE EVENT VENUE AT 4520 GRAYSTONE QUARRY LANE (OFF OF HARPETH SCHOOL ROAD) AND TO APPROVE GRAYSTONE'S DRAFT STATE WASTEWATER OPERATING PERMIT**

WHEREAS, Graystone Quarry is an approved event venue located on the north side of Harpeth School Road and is zoned Specific Plan in accordance with the zoning ordinance in effect at that time it was rezoned; and

WHEREAS, the developer of Graystone Quarry has requested approval of a revised plan to add a ticket booth, permanent restrooms, three (3) concession buildings, a first aid building and a storage building; and

WHEREAS, the developer has also requested approval of a draft State Operating Permit issued by the Tennessee Department of Environment and Conservation ("TDEC") for an onsite wastewater treatment facility; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the revised plan for Graystone Quarry is consistent with the General Plan and will not have a deleterious effect on surrounding properties or the Town as a whole and that the draft state operating permit for the event venue should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, as follows:

**Section 1.** That the previously approved plan for Graystone Quarry Amphitheater located at 4520 Harpeth School Road (Tax Map 144, Parcels 1.02 and 2.02) is hereby revised by the approval of the Commercial Phase II Site Plan attached hereto as Exhibit A and incorporated herein by reference, subject to the following conditions:

1. Prior to the issuance of any permits, the amendment to the specific plan shall be final.
2. Prior to the issuance of a building permit, the applicant shall obtain final TDEC approval for the operation of a private onsite wastewater treatment system.
3. All applicable contingencies and traffic mitigation from previous approvals shall be adhered to with the development of the site.
4. Any change of use or expansion of the project site shall conform to the requirements set forth of the Town's Land Development Ordinance and the Specific Plan.

The zoning for this territory shall remain Specific Plan (SP) and shall remain subject to all applicable other contingencies and conditions, previously approved by the Town.

**Section 2.** That the draft State Operating Permit issued by TDEC and attached hereto as Exhibit B is approved. If the Developer meets all TDEC requirements for the operation of the onsite wastewater system, no additional approvals from the Town shall be required.

**Section 3.** This ordinance shall take effect fifteen (15) days after passage and upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Passed First Reading: November 13, 2018

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the 8th day of January 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 9th day of December, 2018.

Recommended for approval by the Planning Commission on the 23<sup>rd</sup> day of October 2018.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Todd Moore, Town Attorney



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**DIVISION OF WATER RESOURCES**  
William R. Snodgrass - Tennessee Tower  
312 Rosa L. Parks Avenue, 11th Floor  
Nashville, Tennessee 37243-1102

October 26, 2018

Mr. Rick McEachem  
e-copy: rick@graystonequarry.com  
4520 Graystone Quarry Lane  
Franklin, TN 37064

Subject: **Draft of State Operating Permit No. SOP-18023-  
Graystone Quarry Treatment Facility  
Graystone Quarry Events, LLC  
Thompson's Station, Williamson County, Tennessee**

Dear Mr. McEachem:

Enclosed please find one copy of the draft state operating permit, which the Division of Water Resources (the division) proposes to issue. The issuance of this permit is contingent upon your meeting all of the requirements of the Tennessee Water Quality Control Act and the rules and regulations of the Tennessee Water Quality, Oil and Gas Board.

If you disagree with the provisions and requirements contained in the draft permit, you have thirty (30) days from the date of this correspondence to notify the division of your objections. If your objections cannot be resolved, you may appeal the issuance of this permit. This appeal should be filed in accordance with Section 69-3-110, Tennessee Code Annotated.

If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Allen Rather at (615) 532-5819 or by E-mail at [Allen.Rather@tn.gov](mailto:Allen.Rather@tn.gov).

Sincerely,

Brad Harris, P.E.  
Manager, Land-Based Systems

Enclosure

cc: Permit File  
Nashville Environmental Field Office



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**DIVISION OF WATER RESOURCES**  
William R. Snodgrass - Tennessee Tower  
312 Rosa L. Parks Avenue, 11th Floor  
Nashville, Tennessee 37243-1102

**Permit No. SOP-18023**

**PERMIT**

**For the operation of Wastewater Treatment Facilities**

---

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

**PERMISSION IS HEREBY GRANTED TO**

Graystone Quarry Events, LLC  
Thompson's Station, Williamson County, Tennessee

**FOR THE OPERATION OF**

A STEG collection system, 2 recirculating media filters (Bioclere), UV disinfection and drip dispersal system located at latitude 35.8106 and longitude -86.839 in Williamson County, Tennessee to serve an events venue. The design capacity of the system is .04 MGD and will be dispersed on approximately 3.44 acres of suitable soils.

This permit is issued as a result of the application filed on October 4, 2018, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

**This permit shall become effective on:**

**This permit shall expire on:**

**Issuance date:**

---

for Jennifer Dodd  
Director

A. GENERAL REQUIREMENTS

The treatment system shall be monitored by the permittee as specified below:

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD <sub>5</sub>	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter

\* Report average daily flow for each calendar month.

Sampling requirements in the table above apply to effluent being discharged to the drip irrigation plots.

This permit allows the operation of a wastewater collection, treatment, and storage system with disposal of treated wastewater through approved land application areas. There shall be no discharge of wastewater to any surface waters or to any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

The land application component shall be operated and maintained to ensure complete hydraulic infiltration within the soil profile, transmission of the effluent away from the point of application, and full utilization of the soil profile as a portion of the treatment system.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit.”

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry as well as to protect the facility from vandalism. Fencing shall be a minimum of four feet in height. Fencing shall be constructed of durable materials. Gates shall be designed and constructed in a manner to prevent or impede unauthorized entry.

All drip lines shall be buried and maintained 6 to 10 inches below the ground surface.

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per fourteen days (default) OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. The default inspection frequency will apply if an operating and maintenance inspection schedule is not submitted to be a part of the permit administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

## **B. MONITORING PROCEDURES**

### **1. Representative Sampling**

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent to drip irrigation plots.

### **2. Test Procedures**

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

## **C. DEFINITIONS**

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "**monthly average concentration**", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

"Wastewater" for the purpose of this permit means "sewage" as defined in TCA 69-3-103

## **D. REPORTING**

### 1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources  
Nashville Environmental Field Office  
711 R.S. Gass Boulevard  
Nashville, TN 37216

Sampling results may be submitted electronically to: [DWRWW.Report@tn.gov](mailto:DWRWW.Report@tn.gov).

The first operation report is due on the 15<sup>th</sup> of the month following the quarter containing the permit effective date. Until the construction of the treatment system is complete and the treatment system is placed into operation, operational reports shall report "monitoring not required".

### 2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in Rule 0400-40-05-.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the

values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

### 3. Falsifying Reports

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Section 69-3-115 of the Tennessee Water Quality Control Act.

### 4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

## **PART II**

### **A. GENERAL PROVISIONS**

#### 1. Duty to Reapply

The permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Resources (the "Director") no later than 180 days prior to the expiration date.

#### 2. Right of Entry

The permittee shall allow the Director, or authorized representatives, upon the notification of permittee and presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

#### 3. Availability of Reports

All reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources.

#### 4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

Dilution water shall not be added to comply with effluent requirements.

#### 5. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

#### 6. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

#### 7. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

## **B. CHANGES AFFECTING THE PERMIT**

### **1. Planned Changes**

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.

### **2. Permit Modification, Revocation, or Termination**

a. This permit may be modified, revoked and reissued, or terminated for cause as described in Section 69-3-108 (h) of the Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

### **3. Change of Ownership**

This permit may be transferred to another person by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

### **4. Change of Mailing Address**

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

## **C. NONCOMPLIANCE**

### **1. Effect of Noncompliance**

Any permit noncompliance constitutes a violation of applicable State laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

## 2. Reporting of Noncompliance

### a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the appropriate Division environmental field office within 24 hours from the time the permittee becomes aware of the circumstances. (The environmental field office should be contacted for names and phone numbers of emergency response personnel.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

- i. A description of the discharge and cause of noncompliance;
- ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. The steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

### b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Quarterly Operation Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

## 3. Overflow

a. "**Overflow**" means the discharge of wastewater from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows.

d. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the



Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than 5 overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EFO staff to petition for a waiver based on mitigating evidence.

#### 4. Upset

a. "*Upset*" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- i. An upset occurred and that the permittee can identify the cause(s) of the upset;
- ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and
- iv. The permittee complied with any remedial measures required under "Adverse Impact."

#### 5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or

additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

## 6. Bypass

- a. "**Bypass**" is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited, unless:
  - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - iii. For anticipated bypass, the permittee submits prior notice, if possible at least ten days before the date of the bypass; or
  - iv. For unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.
- c. A bypass that does not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation.
- d. "Severe property damage" when used to consider the allowance of a bypass means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

## **D. LIABILITIES**

### 1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the

permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law.

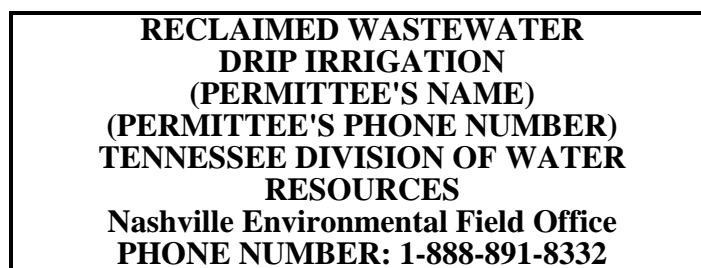
**PART III  
OTHER REQUIREMENTS**

**A. CERTIFIED OPERATOR**

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator in accordance with the Water Environmental Health Act of 1984.

**B. PLACEMENT OF SIGNS**

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material



No later than sixty (60) days from the effective date of the permit, the permittee shall have the above sign(s) on display in the location specified. New facilities must have the signs installed upon commencing operation.

**C. ADDITION OF WASTE LOADS**

The permittee may not add wasteloads to the existing treatment system without the knowledge and approval of the division.

**D. SEPTIC (STEP) TANK OPERATION**

The proper operation of this treatment system depends, largely, on the efficient use of the septic tank. The solids that accumulate in the tank shall be removed at a frequency that is sufficient to insure that the treatment plant will comply with the discharge requirements of this permit.

**E. SEPTAGE MANAGEMENT PRACTICES**

The permittee must comply with the provisions of Rule 0400-48-01-.22. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons and name of the facility the hauler intends to use for disposal of the septage on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

**F. OWNERSHIP OF THE TREATMENT FACILITIES**

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and treatment system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Final SOP's will not be issued without establishing ownership/access rights.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Regulatory Authority), or another public agency.

Attachment 1

STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**DIVISION OF WATER RESOURCES-LAND BASED SYSTEMS UNIT**  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243

**MEMORANDUM**

TO: Brad Harris, P.E. Land Based Systems Unit

FROM: Allen Rather, DWR- Land Based Systems Unit

DATE: 10/09/2018

SUBJECT: LCSS/SFDS (Class V Injection) Approval  
Graystone Quarry Events, LLC  
Thompson Station, Williamson County, Tennessee  
UIC File WIL 0000153 SOP-18023

The Division of Water Resources has reviewed the submittal of an Application for Authorization to Operate a Class V Underground Injection Well (Large Capacity Septic System/Subsurface Fluid Disposal System) utilizing drip dispersal for the waste water at the Graystone Quarry Events Center located at Thompson Station, Williamson County, Tennessee. This Division approves the application dated 10/04/2018.

If at any time the Division learns that a ground water discharge system may be in violation of The Tennessee Water Quality Control Act, the Division shall:

- a. require the injector to apply for an individual permit;
- b. order the injector to take such actions including, where required, closure of the injection well as may be necessary to prevent the violation; or
- c. take enforcement action.

All groundwater discharge activities must operate in such a manner that they do not present a hazard to groundwater.

In accordance with Underground Injection Control (UIC) Rule 0400-45-06-.14 (3) "The owner of a Class V well shall be responsible for notifying the Department of change in ownership." This notification must be made to this Division within thirty (30) days of the change in ownership.

Also note that according to Underground Injection Control (UIC) Rule 0400-45-6-.14 (8)(d) "Upon completion of the well, the owner or operator must certify to the Department that the well

has been completed in accordance with the approved construction plan, and must submit any other additional information required". The certification must be submitted to the UIC Program within thirty (30) days upon the completion/closure of the Class V well.

**This Division will require a minimum of seven (7) working days advance notice before the construction on the drip system is to begin to allow for a witness from this Division to be present.**

**No drip emitters are to discharge directly into an open throat or crevice in the subsurface. All drip lines are to be installed on contour.**

Our concurrence with your approach does not imply that this procedure is exempt from future changes or restrictions in the Underground Injection Control (UIC) Regulations, or any additional requirements set forth by the Division in order to protect the groundwater of Tennessee.

A copy of this authorization must be kept on site until the development has been completed and must be made available to inspection personnel.

Should you have any questions or comments please feel free to contact me at (615) 532-5819 or [allen.rather@tn.gov](mailto:allen.rather@tn.gov).

c: file

**RATIONALE**

**Graystone Quarry Events, LLC**  
**STATE OPERATION PERMIT NO. SOP-18023**  
**Thompson's Station, Williamson County, Tennessee**

**Permit Writer: Mr. Allen Rather**

**FACILITY CONTACT INFORMATION:**

Mr. Rick McEachem

Phone: (408) 621-0746  
rick@graystonequarry.com  
Harpeth School Rd.  
Franklin, TN 37064

- Activity Description:** Treatment of domestic wastewater via a decentralized waste water system to support construction of
- Facility location:** Latitude 35.8106 and Longitude -86.839
- Name of the nearest stream:** No discharge allowed.
- Treatment system:** STEG collection system, 2 recirculating media filters (Bioclere), UV disinfection and drip dispersal
- Permit period:** This permit will be issued for a five year period effective from the issuance date on the title page.
- Terms & Conditions:** BOD<sub>5</sub> is a standard measure of sewage strength. The 45 mg/L daily maximum limit is the required treatment standard for domestic waste water in Tennessee. Ammonia and BOD<sub>5</sub> reporting serve to demonstrate the treatment system is meeting minimum treatment standards. Land application, versus stream discharge, enables reduced monitoring frequency for these parameters. Narrative conditions for drip disposal and septage management are proposed in support of proper system operation to prevent runoff to streams and avoidance of nuisance conditions. E.coli limits apply when the diposal area is not fenced.
- Financial Security:** Municipalities and Utility Districts are government entities exempt from the financial security requirement in TCA 69-3-122.

**Annual Maintenance Fee:** An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. The fee is currently \$350.00 for non-discharging facilities with influent flow less than 0.075 MGD.

**Items Requisite for Operation:**

This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

- Approval of sewerage system construction plans and specifications per TCA 69-3-108(i),
- Final construction inspection and submission of O &M manual per Rule 0400-40-02-.09,
- Utility ownership of sewerage system assets consistent with Rule 0400-40-16-.02(8). Sewerage system assets broadly consist of those units integral to the collection, treatment and disposal of both the solid and liquid component of sewage (i.e. septic tanks and pumps, collection lines, treatment system and drip irrigation area and related appurtenances), and
- Final issue of the permit.



**ORDINANCE NO. 2018-018**

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO CLOSE AND ABANDON A PORTION OF BAUGH ROAD**

WHEREAS, Baugh Road is an existing dead-end street within the Town; and

WHEREAS, a section of Baugh Road is located on property that is proposed for a new residential development, Littlebury, and the developer, Great Tennessee Land Company, along with the property owners, have requested this section of the right-of-way be closed for public use by the Town and abandoned; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that it is in the best interest of Town to close and abandon the portion of Baugh Road shown the Littlebury Subdivision preliminary plat, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, as follows:

**Section 1.** That section of Baugh Road located on the Littlebury Subdivision preliminary plat, a copy of which is attached hereto, is closed for public use and is abandoned by the Town subject to the following conditions: (1) that all persons or entities owning the property adjoining the section of Baugh Road to be abandoned shall sign an affidavit requesting such closure and abandonment before 2<sup>nd</sup> reading; and (2) the developer, Great Tennessee Land Company, shall agree to keep a 20' ingress/egress easement open at all times to access the cemetery located on the property, such easement to be shown and recorded on the final plat.

**Section 2.** This ordinance shall take effect fifteen (15) days after passage and upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Passed First Reading: November 13, 2018

Passed Second Reading: \_\_\_\_\_

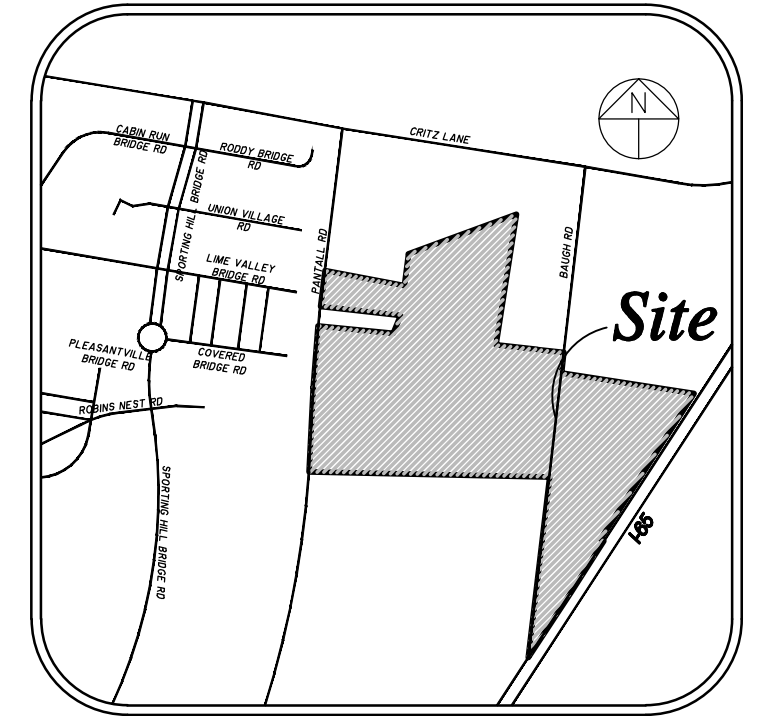
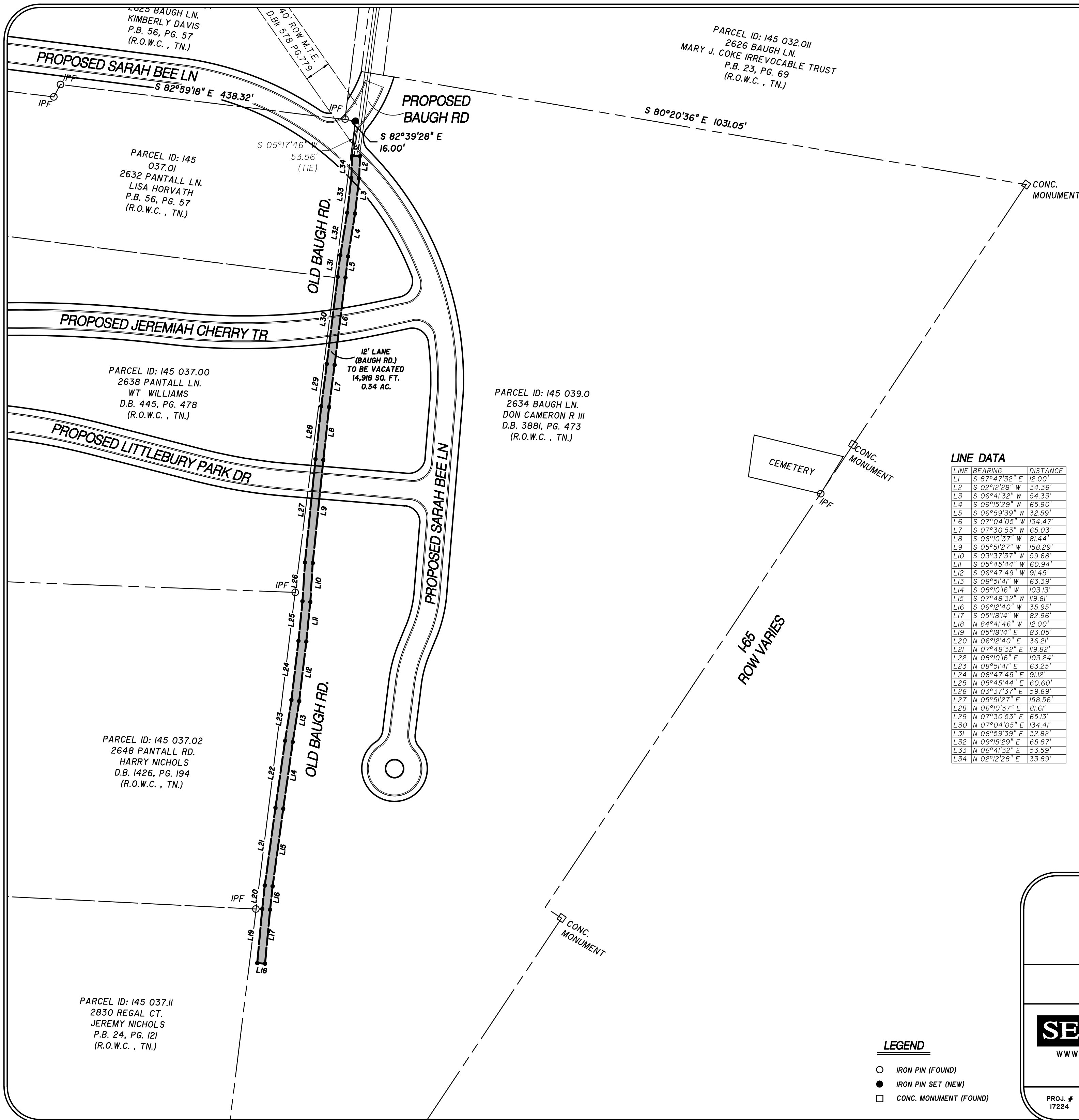
Submitted to Public Hearing on the 8th day of January, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 9th day of December, 2018.

Recommended for approval by the Planning Commission on the 23<sup>rd</sup> day of October 2018.

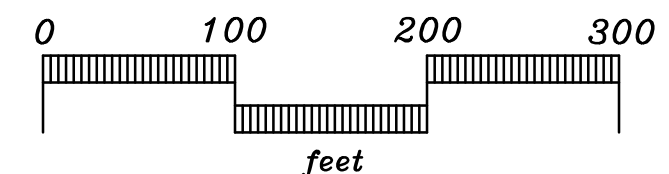
APPROVED AS TO FORM AND LEGALITY:

---

Todd Moore, Town Attorney



LOCATION MAP  
N.T.S.



LINE DATA

LINE	BEARING	DISTANCE
L1	S 87°47'32" E	12.00'
L2	S 02°12'28" W	34.36'
L3	S 06°41'32" W	54.33'
L4	S 09°15'29" W	65.90'
L5	S 06°59'39" W	32.59'
L6	S 07°04'05" W	134.47'
L7	S 07°30'53" W	65.03'
L8	S 06°10'37" W	81.44'
L9	S 05°51'27" W	158.29'
L10	S 03°37'37" W	59.69'
L11	S 05°43'44" W	60.94'
L12	S 06°47'49" W	91.45'
L13	S 08°51'41" W	63.39'
L14	S 08°10'16" W	103.13'
L15	S 07°48'32" W	119.61'
L16	S 06°12'40" W	35.95'
L17	S 05°18'14" W	82.96'
L18	N 84°41'46" W	12.00'
L19	N 05°18'14" E	83.05'
L20	N 06°12'40" E	36.21'
L21	N 07°48'32" E	119.82'
L22	N 08°10'16" E	103.24'
L23	N 08°51'41" E	63.25'
L24	N 06°47'49" E	91.12'
L25	N 05°45'44" E	60.60'
L26	N 03°37'37" E	59.69'
L27	N 05°51'27" E	158.56'
L28	N 06°10'37" E	81.61'
L29	N 07°30'53" E	65.13'
L30	N 07°04'05" E	134.41'
L31	N 06°59'39" E	32.82'
L32	N 09°15'29" E	65.87'
L33	N 06°41'32" E	53.59'
L34	N 02°12'28" E	33.89'

LEGEND

- IRON PIN (FOUND)
- IRON PIN SET (NEW)
- CONC. MONUMENT (FOUND)

SURVEY EXHIBIT

EXHIBIT TO VACATE  
BAUGH RD.  
(LITTLEBURY)

THOMPSON'S STATION, TENNESSEE  
11th CIVIL DISTRICT OF WILLIAMSON COUNTY

**SEC, Inc.** SITE ENGINEERING CONSULTANTS  
 ENGINEERING • SURVEYING • LAND PLANNING  
 LANDSCAPE ARCHITECTURE  
 WWW.SEC-CIVIL.COM 850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129  
 PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 17224	DATE: 10-15-2018 REV.:	FILE: 17224 BAUGH RD. EXHIBIT	DRAWN BY: ACAD/JWK	SCALE: 1" = 100'	SHEET 1 OF 1
------------------	---------------------------	----------------------------------	-----------------------	---------------------	-----------------

**ORDINANCE NO. 2019-001**

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO  
AMEND THE LAND DEVELOPMENT ORDINANCE REGARDING MINIMUM  
GARAGE SIZES FOR SINGLE-FAMILY RESIDENCES AND TO INCREASE THE  
REQUIRED LOT WIDTH IN THE D3 ZONE TO FIFTY-FIVE (55') FEET**

WHEREAS, Town Staff and the Planning Commission is recommending changes to the text of the Town's Land Development Ordinance ("LDO") regarding the minimum required garage size for residential dwellings and to increase the minimum required lot width in D-3 zoning districts to 55 feet; and

WHEREAS, the Planning Commission has reviewed these proposed changes and has recommended that the Board of Mayor and Aldermen adopted the amendments to LDO as proposed herein; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the Land Development Ordinance and has determined, based upon the recommendations of staff, the Planning Commission and the record as a whole, that the proposed amendments are consistent with the General Plan, will not have a deleterious effect on the Town, make improvements to the LDO and are in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, as follows:

**Section 1.** That the Town of Thompson's Station's Land Development Ordinance is hereby amended by adopting the changes as set out in Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

**Section 2.** If any section or part of the Land Development Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Land Development Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

**Section 3.** This ordinance shall take effect immediately upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

**Corey Napier, Mayor**

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Recommended for approval by the Planning Commission on the 22nd day of January, 2019.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Todd Moore, Town Attorney

## EXHIBIT “A”

1. That **Section 4.10.1(c)** of the Land Development Ordinance be amended by deleting the current subsection (c) in its entirety and replacing it with the following language:

c. All single-family residences in subdivisions that receive construction plan approval after the effective date of the ordinance amending this subsection<sup>1</sup> shall have a two (2) car (or larger) garage with minimum interior dimensions of 22 feet by 22 feet. This minimum interior area of the garage shall be free and clear of permanent obstructions, fixtures or appliances, such as water heaters, washer/dryer hook up areas, stairs, etc. In addition, all single lot site plans for single family residences submitted after the effective date of this ordinance shall also have a two (2) car (or larger) garage with minimum interior dimensions of 22 feet by 22 feet. All front-loaded garages shall be recessed from the front façade a minimum of 2 feet. Existing single-family residences including any residences in subdivisions that have received construction plan approval prior to the effective date of the ordinance amending this subsection are exempt from this standard. Detached garages and carports shall be located toward the side or rear of the residence beyond the front wall plane of the residence. All driveways shall be a minimum of 20 feet in length, exclusive of sidewalks.

2. That **Table 4.12** of the Land Development Ordinance be amended by deleting “50 ft. min.” after “Lot Width” on the table and replacing it with “55 ft. min.”

---

<sup>1</sup> The effective date of the ordinance to be inserted as a footnote in the LDO.

**Thompson's Station Board of Mayor and Aldermen**  
**Staff Report – (File: Zone Amend 2018-007)**  
**January 8, 2018**  
**Land Development Ordinance Amendment**

**PROJECT DESCRIPTION**

A request from Lennar Homes of Tennessee to amend the Land Development Ordinance to revise Section 4.10.c to reduce the required interior dimensions for garages.

**BACKGROUND**

Staff received a complaint from a prospective resident about the size of a garage under construction. Upon review of the issue, Staff noted that some of the garages within the D3 zoning district do not meet the minimum interior dimensions. Upon this observation, Staff started requiring additional information on the site plan submittals to confirm the interior dimensions for the garages. Two builders contacted Staff about the issue requesting that Staff consider reducing or eliminating the garage standard related to the interior dimensions. Therefore, on August 28, 2018, Staff mentioned the issue to the Planning Commission seeking direction. The Planning Commission requested the item to be brought before them at the next meeting. Therefore, on September 25, 2018, the Planning Commission reviewed the issue and did not propose an amendment to the code.

Lennar formally submitted an application for the Commission to review and provide a recommendation to the Board of Mayor and Aldermen. On November 27, 2018, the Planning Commission held a work session prior to the Planning Commission meeting to discuss the garage issue. Upon receiving the report and testimony at the meeting, the Planning Commission recommends that the existing standards in the code are retained, an allowance is granted for any lots that received final plat approval and also recommends increasing the lot width for the D3 zoning district.

**ANALYSIS PRESENTED TO THE PLANNING COMMISSION**

The Land Development Ordinance requires garages to meet the following standards:

*c. New single-family subdivisions shall have a two (2) car garage that meets the interior dimensions of 22 feet by 22 feet. This interior dimension shall be free and clear of permanent obstructions, such as water heaters, washer/dryer hook up areas, stairs, etc. Single lot site plans for the development of a single-family residence shall have a minimum of a two-car garage. All front-loaded garages shall be recessed from the front façade a minimum of 2 feet. Existing residential dwellings are exempt from this standard. Detached garages and carports shall be located toward the side or rear of the residence beyond the front wall plane of the residence. All driveways shall be a minimum of 20 feet in length, exclusive of sidewalks.*

Staff researched other codes and found that the City of Brentwood, Nolensville and Murfreesboro do not have a standard for the size of garages and the City of Franklin requires a 10 foot by 20 foot per vehicle, which would be 20 feet by 20 feet for a two car garage. Staff also considered the size of the lots within the D3 zoning district which permits a lot width of 50 feet with a minimum of 7.5 feet for the side yard setbacks. Given this information Staff does not have a concern with reducing the standard to a 20 foot by 20 foot garage, however would

recommend to maintain the language for the garage space to be free and clear of any obstructions be maintained in the code.

**RECOMMENDATION**

The Planning Commission recommends that the Board of Mayor and Aldermen retain existing standards for garage sizes within the LDO, provide an allowance for a 20 foot by 20 foot garage for all lots that receive final plat approval prior the effective date of the ordinance and change the minimum lot width standards within the D3 zoning district to 55 feet.



**RESOLUTION NO. 2019-001**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
ADOPTING THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S (TDOT'S)  
CONSULTANT SELECTION POLICY FOR PROJECTS FUNDED BY THE FEDERAL  
HIGHWAY ADMINISTRATION (FHA) OR TDOT**

WHEREAS, the TDOT requires that the Town adopt a consultant selection policy for any projects that will be funded in whole or in part by FHA or TDOT grants or other funds;

WHEREAS, all architectural, engineering and right-of-way acquisition services for these projects shall be procured, managed and administered in according with the consultant selection policy; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to adopt the TDOT Consultant Selection Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the TDOT Consultant Selection Policy attached hereto as Exhibit "A" and incorporated herein by reference is adopted.

RESOLVED AND ADOPTED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
**Corey Napier , Mayor**

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney

Phone: (615) 794-4333  
Fax: (615) 794-3313  
www.thompsons-station.com



1550 Thompson's Station Road W.  
P.O. Box 100  
Thompson's Station, TN 37179

**DATE:** January 3, 2019

**TO:** The Board of Mayor and Aldermen (BOMA)

**FROM:** Wendy Deats, Town Planner

**SUBJECT:** **Consultant Selection Policy – Resolution 2019-001**

---

The Town was awarded an Active Transportation Program (ATP) grant to construct Phase 2 of the Town's greenway through Preservation Park. In accordance with the requirements for the grant, the Town must adopt TDOT's Consultant Selection Policy. This selection policy is required for projects that are funded by Federal Highway Administration or TDOT funds. The policy outlines the process for soliciting for and securing consultants that will be working on the trail project.

Town of Thompson's Station/Williamson County  
**Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation**

**AUTHORITY:** T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** To prescribe the policy of the Town of Thompson's Station/Williamson County, hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

**APPLICATION:**

A. Engineering and Design Related Services

This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

B. Right-of-Way Acquisition Services

This policy also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

**DEFINITIONS:**

A. *Competitive Negotiation* means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

B. *Engineering and Design Related Services* means –

1. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
2. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or

may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

- C. *Fixed fee* means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
- D. *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.
- E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- F. *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

### **PROCUREMENT METHODS:**

- A. *Competitive Negotiation* - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- B. *Small Purchases* - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.



- C. *Noncompetitive Negotiation* – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

### **TYPES OF CONTRACTS:**

- A. *Project Specific Contract* – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.
- B. *Multiphase Contract* – A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. *General Engineering Related Contract* – General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

### **POLICY:**

#### **I. CONSULTANT EVALUATION COMMITTEE**

- A. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The

Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.

- B. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- C. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

## II. PREQUALIFICATION OF CONSULTANTS

- A. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- B. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
- C. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
  - 1. Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
  - 2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.



- C. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- D. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- E. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

### III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

#### A. Confidentiality of Data and Records Retention

1. To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
2. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
3. In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
  - a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

## B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

1. For **all** contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or e-mailed;
  - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and
  - b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;
  - d) Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;



- e) The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
  - f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - g) The contract type and method of payment; and
  - h) Any special provisions or contract requirements associated with the solicited services.
3. For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for mid-range and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

#### C. Consultant Evaluation Criteria

1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited prequalification status; and,
  - b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
    - i. Workload capacity; including amount of work under contract with the Agency, if applicable

- ii. Past performance on Agency Projects;
  - iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
  - iv. Other factors including interviews and demonstrations, as approved by the Agency; and
  - v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
2. If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
- a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
  - b) For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
    - i. A need has been established for a consultant to provide a local presence;
    - ii. A local presence will add value to the quality and efficiency of the project; and
    - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
    - iv. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

#### D. Evaluation, Ranking and Selection

##### 1. Phase I Evaluation

- a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current



statements of qualification and performance data from those firms submitting Letters of Interest.

- b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
- c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

## 2. Phase II Evaluation

- a) The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
- b) A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
- c) Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
- d) The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most

highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.

### 3. Phase III Evaluation, Ranking, Selection and Notification

- a) If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- c) The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

### E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
  - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
  - b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various



items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
  - b) The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula:  $\text{Fixed Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Fixed Fee Rate}$ . Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).
  - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. **Contract Negotiations:** If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
  5. The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

#### F. Contract Development and Execution

1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
3. The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
4. Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
5. Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
6. The Agency shall maintain a record of the negotiations and all required approvals.
7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

#### G. Contract Administration

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
2. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review



and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

3. A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### H. Contract Modifications

1. A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.
2. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
3. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

## I. Contract Accounting Policies

### 1. Indirect Cost Rate – Basic Agreement or Contract

- a) **Federally funded projects:** The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
- i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
  - ii. The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
  - iii. If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
- b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.

2. **Travel:** Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-approved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.

### 3. Fixed Fee Payment:

- a) For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
- b) The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
- c) With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.



4. **Contract and Project Closing:** The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
5. Retainage shall not be required for new Engineering and Technical Services Contracts.
6. **Audit Requirements:**
  - a) Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - b) Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - c) Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
7. **Computer Aided Drafting and Design (CADD) Expenditures:** All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
8. **Facilities Capital Cost of Money (FCCM) Rate:** FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
9. **Direct Costs**
  - a) Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.

- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
  - c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
  - d) The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
10. Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

## J. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.



**K. Sub-consultants for Engineering Services**

1. Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
2. Geotechnical Studies Firms as Sub-Consultants
  - a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
  - b) Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

**L. Sub-consultants Not Covered Under Engineering Services**

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

**IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together

with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

## **V. SMALL PURCHASE PROCUREMENT PROCEDURE**

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

## **VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE**

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.



**ATTACHMENT A – Consultant Selection for Locally Managed Projects**

Size of Project	Type of Project	Procurement Requirements
<p><b>SMALL projects</b></p> <ul style="list-style-type: none"> <li>• Must have a full-time employee on staff with experience managing transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation Alternatives</li> <li>• intersection improvements without significant ROW (under one acre of disturbance)</li> <li>• Safe Routes to School</li> <li>• resurfacing</li> <li>• striping</li> <li>• signing</li> <li>• guardrail installation</li> <li>• signalization</li> <li>• some bridge replacement projects (under one acre of disturbance)</li> <li>• non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>• low-risk and exempt ITS</li> </ul>	<ul style="list-style-type: none"> <li>• Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul>
<p><b>MID-RANGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• roadway widening</li> <li>• realignment of existing roadway</li> <li>• signalization projects with the addition of turn lanes</li> <li>• intersection improvements with significant ROW (over one acre of disturbance)</li> <li>• bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>• projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>• high-risk ITS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>
<p><b>LARGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>• Must hire consultants for all phases of the project from TDOT’s approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• construction of new facilities</li> <li>• widening of existing roadways</li> <li>• realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>• environmental clearances that require an EIS</li> </ul>	<ul style="list-style-type: none"> <li>• The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>

## **ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services**

### **Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
AGENCY HEAD DATE

**RESOLUTION NO. 2019-002**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
APPROVING AN ADDITIONAL SERVICES ADDENDUM NUMBER 1 TO THE EXISTING  
CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. FOR ENGINEERING SERVICES  
RELATED TO THE DESIGN OF A WASTEWATER SUBSURFACE DISPERSAL SYSTEM**

WHEREAS, the Town previously entered into an agreement with Barge Designs Solutions, Inc. for Phase I of the design of a wastewater subsurface dispersal system; and

WHEREAS, the Town needs additional professional engineering services to complete the design and bid out the project; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve an addendum to the existing professional services contract with Barge Design Solutions, Inc. to provide these services to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the Additional Services Addendum Number 1 with Barge Design Solutions, Inc. attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
**Corey Napier , Mayor**

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of September 11, 2018 by and between Town of Thompson's Station, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Hill Property Wastewater Subsurface Dispersal System

Location: Thompson's Station, TN

Description of Project:

The Town of Thompson's Station (Town) has plans to expand their wastewater disposal capacity by installing a subsurface dispersal system at the 'Hill' property which is adjacent to the Regional Wastewater Treatment Facility. The system would be fed by effluent from the Regional Wastewater Treatment Facility. The project will include the design for the installation of the proposed wastewater dispersal system including plant modifications. Additionally, the project will include the survey and soil mapping required of the site in accordance with TDEC requirements.

**This Agreement is for Phase I only including soil analysis, survey work and obtaining a CSX railroad utility crossing permit.**

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See detailed description in Exhibit A.

- II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

**Not to exceed fee of \$115,000.00.**

**Client** shall pay **BARGE** for Basic Services in accordance with the hourly rate schedule attached as Exhibit "B" to this Agreement in an amount not to exceed \$115,000.00, including any amounts payable to subcontractors or other third-parties for services as described in Exhibit "B."

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

- IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.

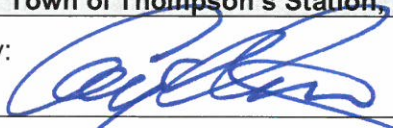
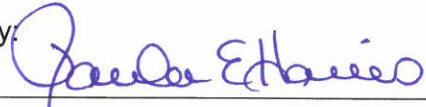


- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred).
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall secure and maintain insurance, at its own expense, in the amounts and types shown on Exhibit "C". **BARGE** shall provide evidence of such coverage within ten (10) days of the date of this agreement and shall provide thirty (30) days prior notice of cancellation, non-renewal or material change in coverage.
- XI. **MISCELLANEOUS** (a) *No Collusion.* **BARGE** warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.

(b) *No Conflict of Interest.* Any work performed by the BARGE's employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of BARGE to inform the Town of any business relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.

(c) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. BARGE agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Town of Thompson's Station, Tennessee	Barge Design Solutions, Inc.
By: 	By: 
Printed Name: COREY NANCE	Printed Name: PAULA E. HARRIS
Title: MAYOR	Title: Executive Vice President
Address:	Address: 615 3rd Avenue South Suite 700 Nashville, TN 37210
Date Signed: 9/11/2018	Date Signed: 9/13/18
Tax I.D. Number:	



**EXHIBIT A  
SCOPE OF SERVICES**

**HILL PROPERTY WASTEWATER SUBSURFACE DISPERSAL SYSTEM  
FOR  
TOWN OF THOMPSON'S STATION, TN**

*Project Description*

---

The Town of Thompson's Station (Town or Client) has plans to expand their wastewater disposal capacity by installing a subsurface dispersal system at the 'Hill' property which is adjacent to the Regional Wastewater Treatment Facility. The system would be fed by effluent from the Regional Wastewater Treatment Facility. The project will include the survey and soil mapping required to determine the usable acreage for wastewater dispersal. Additionally, this scope will include the preparation and submission of the permit required for the crossing of the CSX railroad.

*Scope of Services*

---

**Task 1: Site Survey.** Survey of the proposed dispersal system site will consist of the following elements.

- Property boundary of the parcels for the wastewater dispersal system will be established.
- The sites will be grid staked at 50 ft or 100 ft intervals for up to 55 acres of the Town owned property (known as the Hill property) adjacent to the Regional Wastewater Facility.
- Deliverable: Electronic copy of all GPS survey data.

**Task 2: Soil Mapping.** The soil at the parcels mentioned above will be investigated in accordance with TDEC requirements and will consist of the following scope elements.

- Mapping of the soils by conducting soil borings to determine soil characteristics at up to 55 acres of the property.
- Pedon descriptions (up to 34) for the site prepared by a certified soil scientist.
- Deliverables: Soil boring logs and pedon descriptions

**Task 3: Permitting.** The preparation and submission of the CSX railroad utility crossing permit.

- Conduct initial site visit to determine location of proposed crossing.
- Prepare and submit a right-of-entry permit for surveying necessary at site.
- Conduct topographic survey of proposed pipe routing. Survey shall be 50 wide and extend to 100 feet beyond the CSX Right-of-way (ROW) on either side.
- Prepare CSX permit for submission. Permit includes the following items:
  - Completed permit forms

- Design drawing – plan and profile of pipe crossing at railroad
- Deliverables: One electronic copy of the completed permit forms and design drawing of plan and profile crossing at CSX railroad.

### *Assumptions*

---

- The Town will pay all applicable CSX permitting fees directly.
- The information in the CSX permit application will be based on preliminary design calculations to determine the appropriate size of the pipes crossing the railroad. If these pipe sizes change during the design phase of the project, a permit revision submittal to CSX will be required. The resubmittal is not included as a part of the scope of this contract.
- The scope of the CSX permitting task only includes effort necessary to prepare and submit the permit application. Addressing follow up questions and requests for additional information from CSX is not included as a part of the scope of this contract.
- Barge will attend one meeting (up to 1 hour) with Town staff to kick off the project work.
- Barge will attend one meeting (up to 2 hours) with either the Town Board or Utilities Review Committee to provide an update on work progress.
- Barge will attend one meeting (up to 2 hours) at the conclusion of this scope of work to present the results of this phase of the work.
- This scope does not include time to develop a revised scope and fee for subsequent project phases.

### *Additional Services*

---

The Additional Services listed below are not included in the above Scope of Services. Town may request that Barge perform Additional Services only by written change order approved by its Board of Mayor and Aldermen.

1. Preparing permits including Aquatic Resources Alteration Permit (ARAP), Storm Water Pollution Prevention Plans (SWPPP) or environmental assessments as required by governmental authorities for completion of the project.
2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services of the project.
3. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Barge, or services not otherwise provided for in this Agreement, or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted



subsequent to the Effective Date of this Agreement or are due to any other causes beyond Barge's control.

5. Services during out-of-town travel required of Barge's employees by Client.
6. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
7. Preparing other permits not specifically described above as a part of basic services in the Scope of Services or environmental assessments as required by governmental authorities for completion of the project.
8. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Client or others.
9. Services required as a result of Client's providing incomplete or incorrect Project information to Barge.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Preparing highway right-of-way utilization permits, preparing legal descriptions, or related engineering services or assistance needed for the transfer of interest in real property or acquisition of easements and rights-of-way; providing construction surveys and staking to enable Contractor to perform its work; and providing other special field surveys.
14. Providing Construction Phase services beyond the Contract Times set forth in the Contract and providing Resident Project Representation.
15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. Providing more extensive services required to enable Barge to issue notices or certifications requested by Client.
17. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
18. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the

progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

19. All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid as additional services.
20. Assistance with obtaining funding for the project including attending meetings, preparing engineering reports, financial analysis and other related requirements.
21. Assisting Client during post construction phase generally limited to the one-year warranty period following substantial completion of the project.
22. Other services performed or furnished by Barge not otherwise provided for in this Agreement.
23. Preparation of operating, maintenance, and staffing manuals beyond those services identified in the Scope of Services above.

## EXHIBIT B

BARGE shall procure and maintain for the duration of the Contract, at its own expense, insurance as follows:

a. Workers' Compensation:	Statutory
b. Employer's Liability –	
1) Each Accident:	\$ <u>500,000.00</u>
2) Disease, Policy Limit:	\$ <u>500,000.00</u>
3) Disease, Each Employee:	\$ <u>500,000.00</u>
c. General Liability –	
1) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000,000.00</u>
2) General Aggregate:	\$ <u>2,000,000.00</u>
d. Excess or Umbrella Liability –	
1) Each Occurrence:	\$ <u>1,000,000.00</u>
2) General Aggregate:	\$ <u>1,000,000.00</u>
e. Automobile Liability –	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ <u>1,000,000.00</u>
f. Professional Liability –	
1) Each Claim Made:	\$ <u>1,000,000.00</u>
2) Annual Aggregate:	\$ <u>1,000,000.00</u>



**EXHIBIT C**

**SCHEDULE  
STANDARD CHARGES**

**HOURLY-RATE BASIS**

For the applicable cost plus work described in the Task Order and Exhibit A, the following hourly rates apply:

**Hourly Rate Schedule**

<b>Classification</b>	<b>Rate</b>
Principal-In-Charge/Technical Advisor	\$ 215
Sr. Project Manager/Sr. Technical Leader/Quality Control	\$ 205
Sr. Technical Specialist	\$ 205
Sr. Professional Engineer IV/Project Manager II/Engineering Manager II	\$ 195
Sr. Professional Engineer III/Sr. Architect	\$ 185
Project Manager I/Engineering Manager I	\$ 175
Sr. Professional Engineer II	\$ 170
Sr. Professional Engineer I	\$ 160
Professional Engineer II/Architect	\$ 150
Professional Engineer I	\$ 130
Staff Engineer II	\$ 120
Staff Engineer I	\$ 110
Designer III/Sr. Specialist	\$ 150
Designer II	\$ 125
Designer I	\$ 110
CAD Technician II	\$ 100
CAD Technician I	\$ 90
Sr. Registered Land Surveyor	\$ 150
Registered Land Surveyor	\$ 125
2-Man Survey Crew	\$ 150
Resident Project Representative III	\$ 150
Resident Project Representative II	\$ 130
Resident Project Representative I	\$ 110
Project Administrator/Administrative Assistant	\$ 95





Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- d. Other direct expenses incurred by Barge will be invoiced at the actual cost incurred.

Invoices will be issued on a monthly basis.

The hourly rates listed above are valid until September 1, 2019, after which the rates will be adjusted annually based on the average salary adjustment to Barge employees.

# Barge Design Solutions, Inc.

## ADDITIONAL SERVICES ADDENDUM NUMBER 1

This addendum to the Professional Services Agreement dated September 11, 2018, between Town of Thompson’s Station (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: Hill Property Wastewater Subsurface Dispersal System

Project Description: The Town of Thompson’s Station (Town) desires to expand their wastewater disposal capacity by installing a subsurface dispersal system at the ‘Hill’ property which is adjacent to the Regional Wastewater Treatment Facility. The system would be fed by effluent from the Regional Wastewater Treatment Facility.

**I. PROFESSIONAL SERVICES:** Barge agrees to perform the following additional services under this Addendum:

See detailed description in Exhibit A.

**II. COMPENSATION:** The compensation to be paid to Barge for providing the requested additional services shall be:

Not to exceed fee of \$98,500.00. This amount is in addition to the not to exceed amount included in the Professional Services Agreement dated September 11, 2018.

Compensation for work performed under this addendum shall be paid in accordance with the Exhibit “B” of the Professional Services Agreement dated September 11, 2018.

**III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions described in Items III through XIV of the Professional Services Agreement dated September 11, 2018

Town of Thompson’s Station		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Corey Napier	Printed Name:	
Title:	Mayor	Title:	
Address:	P. O. Box 100 Thompson’s Station, TN 37179	Address:	615 Third Ave S Suite 700 Nashville, TN 37210

**EXHIBIT A  
SCOPE OF SERVICES  
ADDENDUM 1**

**HILL PROPERTY WASTEWATER SUBSURFACE DISPERSAL SYSTEM  
FOR  
TOWN OF THOMPSON'S STATION, TN**

***Project Description***

---

The Town of Thompson's Station (Town) desires to expand their wastewater disposal capacity by installing a subsurface dispersal system at the 'Hill' property which is adjacent to the Regional Wastewater Treatment Facility. The system would be fed by effluent from the Regional Wastewater Treatment Facility.

***Scope of Services***

---

**Task 1: Utility Easements.** Easement development includes the following.

- Preparation of four utility temporary and permanent easement legal descriptions by a registered land surveyor to be utilized by the Town in the acquisition of the easements. Legal descriptions of each easement will include a figure identifying and dimensioning the easement to correspond with the written descriptions, and include the area in square feet and acres for each easement.
- Deliverable: Electronic copy of utility easements.

**Task 2: Design.** The design of the proposed wastewater dispersal system to serve the parcels at the Hill property will consist of the following elements.

- The design scope will generally consist of a new irrigation pump and associated force main to serve the properties, subsurface dispersal system at the sites, a flush lift station and associated piping to return flush water to the Regional Facility, and a control system for the dispersal system.
- Perform preliminary calculations and design work associated with the project.
- Evaluate the current dispersal control system and provide recommendation whether to migrate to new system or continue with current system. Evaluation and recommendation will be summarized in a letter to Town.
- Prepare and submit 30% plans and opinion of probable construction costs (OPCC) to the Client for review and comment. OPCC developed for this level of design are typically categorized as a Class IV Estimate by the American Association of Cost Engineers. These costs will be developed using information from previous projects of similar scope, equipment suppliers, Barge's records, and other similar sources. At this level, the cost estimate will be prepared without the benefit of detailed drawings and is normally expected to be accurate

within a range of +40 percent to -20 percent. The final cost of the project will depend on actual labor and material costs, competitive market conditions, final project scope, implementation schedule, and other variable factors. Therefore, the construction costs may vary from the estimates developed as part of this task.

- Conduct a review meeting with Client at submission of 30% level documents.
- Prepare and submit 90% plans, specifications, and updated OPCC to the Client for review and comment. The OPCC at this design stage is typically categorized as a Class I Estimate by the American Association of Cost Engineers. It will be prepared based on fully designed plans and specifications and is normally expected to be accurate within a range of +10 percent to -10 percent. The final cost of the project will depend on actual labor and material costs, competitive market conditions, final project scope, implementation schedule, and other variable factors. Therefore, the construction costs may vary from the estimates developed as part of this task.
- Conduct a review meeting with Client at submission of 90% level documents.
- Prepare and submit final detailed plans and specifications, all contract documents indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor for the approval and concurrence of the Client.
- Develop applicable plans, technical criteria, and associated documents for the filing of applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; and assist Client in consultations with such authorities. Permits identified as necessary for the execution of this project include:
  - TDEC Plans and Specifications Review
- Attend two Board of Mayor and Aldermen (BOMA) meetings to provide an update on project progress during the course of the design phase.
- Deliverables: Control system letter, 30% design stage plans and opinion of probable project costs, 90% design stage plans, specifications, and updated opinion of probable project costs, bidding documents, and documents for permit applications. Plans shall be submitted at each stage in pdf electronic format and one full size hard copy set of drawings. Specifications shall be delivered in pdf format and one hard copy.

**Task 3: Bidding Phase Services.** During the bidding phase of the project, Barge will provide the following services.

- Assist Client with the solicitation of construction bids for the project.
- Prepare an advertisement for the project and send notice of the proposed project to prospective bidders. Produce and distribute plans, specifications and contract documents to plan houses and bidders. The Client shall place and pay for all required advertisements in applicable newspapers.
- Respond to requests for information, issue addendums (Client requested or changes resulting from Contractor's questions) and clarifications to the plans, technical specifications and contract documents.
- Conduct the bid opening, tabulate the bids, and make a recommendation concerning the award of the construction contract(s).
- Attend one BOMA meeting to present bid results and recommendation of award.
- Prepare conformed contract documents and coordinate execution of construction contract.

- Deliverables: Bid advertisement, addendums to bidding documents, bid tabulation, recommendation of award, and conformed contract documents.

### Additional Services

---

If authorized by the Client, Barge shall furnish or obtain from others, the Additional Services of the types listed below. These additional/special services are not included as basic services outlined above in Scope of Services, and will be paid for the by Client as indicated in the Contract.

1. Preparing permits including Aquatic Resources Alteration Permit (ARAP), Storm Water Pollution Prevention Plans (SWPPP) or environmental assessments as required by governmental authorities for completion of the project.
2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services of the project.
3. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Barge, or services not otherwise provided for in this Agreement, or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Barge's control.
5. Services during out-of-town travel required of Barge's employees by Client.
6. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
7. Preparing other permits not specifically described above as a part of basic services in the Scope of Services or environmental assessments as required by governmental authorities for completion of the project.
8. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Client or others.
9. Services required as a result of Client's providing incomplete or incorrect Project information to Barge.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Preparing highway right-of-way utilization permits, preparing legal descriptions, or related engineering services or assistance needed for the transfer of interest in real property or acquisition of easements and rights-of-way; providing construction surveys and staking to enable Contractor to perform its work; and providing other special field surveys.
14. Providing Construction Phase services beyond the Contract Times set forth in the Contract and providing Resident Project Representation.
15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. Providing more extensive services required to enable Barge to issue notices or certifications requested by Client.
17. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
18. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
19. All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid as additional services.
20. Assistance with obtaining funding for the project including attending meetings, preparing engineering reports, financial analysis and other related requirements.
21. Assisting Client during post construction phase generally limited to the one-year warranty period following substantial completion of the project.
22. Other services performed or furnished by Barge not otherwise provided for in this Agreement.
23. Preparation of operating, maintenance, and staffing manuals beyond those services identified in the Scope of Services above.

**RESOLUTION NO. 2019-003**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BARGE DESIGN  
SOLUTIONS, INC. FOR ENGINEERING SERVICES RELATED TO THE REPAIR OF CELL  
#1 AT THE REGIONAL WASTEWATER FACILITY**

WHEREAS, Barge Design Solutions, Inc. is currently working with the Town on other wastewater related projects; and

WHEREAS, the Town needs additional professional engineering services to bid out the repair of Cell #1 at the Regional Wastewater Facility; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a professional services contract with Barge Design Solutions, Inc. to provide these services to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the Professional Services Agreement with Barge Design Solutions, Inc. attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
**Corey Napier , Mayor**

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney



# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

DRAFT ONLY

This agreement is made as of \_\_\_\_\_, 2019 by and between Town of Thompson's Station, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Regional Wastewater Facility Cell #1 Repair

Location: Thompson's Station, TN

Description of Project:

The Town of Thompson's Station (Town) has an existing issue with leakage around the influent pipe to Cell #1 at its Regional wastewater treatment facility. The Town intends to hire a contractor to isolate the area around the influent pipe, expose the area to identify the scope of the necessary repairs, and complete the repairs.

**I. PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See detailed description in Exhibit A.

**II. COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

**Not to exceed fee of \$23,500.00.**

**Client** shall pay **BARGE** for Basic Services in accordance with the hourly rate schedule attached as Exhibit "C" to this Agreement in an amount not to exceed \$23,500.00, including any amounts payable to subcontractors or other third-parties for services as described in Exhibit "C."

**III. PAYMENTS:** Invoices for services rendered shall be submitted upon completion of Task 1 and upon completion of Task 2 will be issued monthly, and payment is due within thirty (30) days after upon receipt of each invoice. Any unpaid balances after 30 days of receipt of invoice shall accrue interest at the rate of ten (10%) per annum. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

**IV. TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services as soon as reasonably possible within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. **BARGE** will complete Task 1 within thirty (30) days of receipt of the executed Agreement. The parties agree that it is important for this Project to be bid and constructed as soon as possible, considering seasonal weather and other circumstances and **BARGE** agrees to use its best efforts and work with **Client** to expedite the completion of Task 2 within ninety (90) days of receipt of this Agreement. The parties understand that the timing of completion of Task 2 requires certain notices and involves other parties and the Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

**DRAFT ONLY**

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred).
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. However, such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall secure and maintain insurance, at its own expense, in the amounts and types shown on Exhibit "B". **BARGE** shall provide evidence of such coverage within ten (10) days of the date of this agreement and shall provide thirty (30) days prior notice of cancellation, non-renewal or material change in coverage.
- XI. **MISCELLANEOUS** (a) *No Collusion*. **BARGE** warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.

**DRAFT ONLY**

(b) *No Conflict of Interest.* Any work performed by the BARGE’s employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of BARGE to inform the Town of any business relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.

(c) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. BARGE agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.

**XII. DISPUTE RESOLUTION AND LITIGATION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator. In the event mediation is unsuccessful and a legal proceeding is filed arising out of or related to this Agreement, the prevailing party action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys’ fees, court costs, and other collection expenses incurred after mediation.

**XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

**XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

<b>Town of Thompson’s Station, Tennessee</b>	<b>Barge Design Solutions, Inc.</b>
By:	By:
Printed Name:	Printed Name:
Title: Mayor	Title:
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 615 Third Ave S Suite 700 Nashville, TN 37210

**DRAFT ONLY**

Date Signed:	Date Signed:
--------------	--------------

**RESOLUTION 2019-004**

**A RESOLUTION OF THE TOWN OF THOMPSON’S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH REGENTS HOMES FOR PHASE 2A “TOWN CENTER” OF TOLLGATE VILLAGE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, MBSC, LLC (“Developer”) is developing Phase 2A of Tollgate Village and has received preliminary plat and site plan approval for such phase.

WHEREAS, the Town’s Land Development Ordinance requires the Developer to enter into a Subdivision Development Agreement with the Town prior to the commencement of construction of infrastructure; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer for the continued development of Phase 2A of Tollgate Village.

NOW, THEREFORE IT BE RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson’s Station as follows:

That the Subdivision Development Agreement attached hereto as Exhibit A and incorporated herein by reference, is approved and the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of January, 2019

\_\_\_\_\_  
**Corey Napier, Mayor**

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney

## Tollgate Village "Town Center" Phase 2A Development Agreement

**THIS SUBDIVISION DEVELOPMENT AGREEMENT** hereinafter called Agreement, is made effective this the \_\_\_\_ day of \_\_\_\_\_, 2019 hereinafter called the Effective Date, by and between **Regents Homes** located at **6901 Lenox Village, Nashville, TN 37211**, hereinafter called "Developer(s)"; and the Town of Thompson's Station, a municipality organized and existing under the laws of the State of Tennessee, hereinafter called Town.

### **I. PURPOSE OF THE AGREEMENT**

1. The Developer is the owner of real property located on Americus Drive and Tollgate Boulevard and identified as Williamson County tax map 132, parcels 001.07, 001.08 and 001.09. The property contains approximately **3.28** acres +/-, hereinafter called the Project Site. The Project Site is currently zoned D-3 (High Density Residential) and NC (Neighborhood Commercial).
2. The Developer desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **Tollgate Village Phase 2A "Town Center"**, hereinafter called the **Project**, under the regulations of the Town current on the Effective Date of the approval of Preliminary Plat.
3. This Agreement is subject to Town approval of Final Project Documents for the Project, including plat approvals (with conditions, if applicable) and detailed construction plans and specifications, in accordance with Town regulations. The Developer and Town agree that all Final Project Documents shall be attached to this Agreement as **Collective Exhibit A** and incorporated herein by reference after their approvals.
4. The Developer agrees to install public improvements as shown on the Final Project Documents including, but not limited to, water lines, fire hydrants, sanitary sewer, grading, streets, curbs, gutters, sidewalks, street name signs, traffic control devices, street lights and underground electrical power and gas utilities, at no cost to the Town.
5. The Developer agrees to install and maintain private improvements and amenities, as applicable and as shown on the Final Project Documents, including, but not limited to, private streets and alleys, fences, walls, lakes, common open space, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town.
9. The Town agrees to approve the Project subject to the Developer's compliance with applicable Town Regulations and the conditions set forth herein in **Exhibit B**, and the Town agrees to provide customary services to the Project in accordance with the Town's Regulations after Final Acceptance.

### **II. GENERAL CONDITIONS**

1. Affidavit of Payment - Prior to Final Acceptance, the Developer shall deliver to the Town an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the Public Improvements required under this Agreement have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the Public Improvements.

2. Approval of the Final Project Documents - The Final Project Documents, which are attached hereto as Collective Exhibit A and incorporated herein by reference, shall be stamped as approved by the Town. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit B**.
3. Construction Activity Periods - The Developer will not carry on or permit construction activity under this Agreement earlier than 7:00 a.m. and not later than 6:00 p.m., Monday through Saturday, and no construction activity shall occur on Sundays or holidays. Construction hours shall be enforced by the Town.
4. Construction Standards - The Developer shall construct the Project as shown on the approved Final Project Documents in accordance with requirements of the Town Regulations.
5. Demolition - The Developer agrees to secure all required permits for the demolition of structures on the Project Site. The Developer further agrees that it will haul all scrap, buildings, materials, debris, rubbish and other degradable materials to an authorized landfill and not bury such materials within the Project Site.
6. Deposition of materials in street prohibited - All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, the Developer shall take immediate steps to remove such materials. If the Developer does not remove such materials after notification by the Town, and the Town deems it necessary to clean the affected streets, the Developer agrees to reimburse the Town for all such cleaning expenses, plus 25% for administrative expenses.
7. Development Agreement Modification Fees - The Developer agrees to pay the fee for any modifications to this Agreement in accordance with the Town Schedule of Fees current at the time of submittal of a written request for a modification by the Developer, including, but not limited to, time extensions, addendums, or amendments.
8. Developer's Default - The Developer agrees that should it default in performing any of its obligations under this Agreement and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing or liability arising incidental to the Agreement, Developer will pay to the Town reasonable attorney's fees and expenses of litigation.
9. Developer's Liability - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or any way the suitability of the property for Project.
  - a. The Town Planner or his or her designee may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
  - b. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
  - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer from liability, and the Town does not accept any liability from the Developer.



- d. The Developer will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
- e. Neither observations by the Town, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.

10. Duration of Obligations - The obligations of the Developer hereunder shall run with the Project Site until the Developer's obligations have been fully met. Any party taking title to the Project Site, or any part thereof, prior to Final Acceptance shall take said real property subject to such obligations. The Developer shall not be released of its obligations under this agreement without the written approval of the Town.

11. Easements - The Developer agrees that it will grant the necessary easements and rights-of-way across its property necessary to satisfy the requirements of this Agreement without expense to the Town and will waive any claim for damages. Any off-site easements and/or right-of-way owned by others but required for the project must be obtained by Developer, recorded prior to approval of the Agreement, and noted on the Final Project Documents.

12. Emergency Response - In emergencies affecting the safety or protection of persons or the work or property at the Project Site or adjacent thereto, the Developer, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss.

13. Indemnity - Developer will indemnify and hold the Town harmless and agrees to defend the Town and the Town employees against any and all claims that may arise out of or result from the Developer's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer, any subcontractor of the Developer, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer changing the volume or velocity of water leaving the Developer's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees as a result of the aforesaid and/or enforcing this Agreement.

14. Notice of Violation - The Town Planner and/or Town Engineer may issue a Notice of Violation (NOV) when violations of Town, State or Federal regulations are observed.

- a. If the Developer has not corrected the violation identified in the NOV, then the Developer agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer shall reimburse the Town for all such expenses plus reasonable administrative costs not to exceed 25%.
- b. Prior to releasing any Security hereunder, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer.
- c. The Town may issue a Stop Work Order if the Developer does not promptly correct any deficiency or violation identified in the NOV. Developer agrees to comply with any Stop Work Order issued by the Town. If Developer fails to comply with a Stop Work Order, the Developer shall be responsible for all costs the Town incurs, including reasonable

attorneys' fees, in seeking a restraining order or other injunctive relief to remedy any deficiency or violation.

15. Ownership of Public Improvements - The Developer shall be responsible for all Public Improvements until Final Acceptance by the Town. Developer shall have no claim, direct or implied, in the title or ownership of the Public Improvements after Final Acceptance. The Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance.
16. Permit Availability - A copy of all required permits and Final Project Documents must be kept on the Project Site at all times. If a NPDES Storm water Construction Permit is required by TDEC, a copy of the Notice of Intent and the Notice of Coverage shall be provided to the Town Engineer prior to commencement of construction for the Project.
17. Relocation of Existing Improvements - The Developer shall be responsible for the cost of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site.
18. Right of Entry - The Developer agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it. The Developer will reimburse the Town for the costs incurred by it in making such repairs, plus a reasonable fee for administrative fees.
19. Safety - The Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site.
20. Stop Work Orders - The Town Planner and/or Town Engineer may issue Stop Work Orders to remedy and enforce the provisions of this Agreement.
21. Termination of Agreement – This Agreement may be terminated by the Town if the Developer fails to comply fully with the terms and conditions of this Development Agreement.
  - a. The Town will give the Developer sixty (60) days written notice of the intent of the Town to terminate the Development Agreement, stating the reasons for termination, and giving the Developer a reasonable time to correct any failures in compliance.
  - b. If after receiving a Notice of Termination of the Development Agreement by the Town, the Developer corrects the non-compliance within the time specified in the Notice of Termination, the Development Agreement will remain in effect.
  - c. Failure by the Developer to correct the non-compliance will result in termination of the Development Agreement and collection of the Security by the Town.

If the Town terminates the Agreement, the Developer shall cease all work on the Project except as necessary to ensure the safety of all persons. The Developer (or a subsequent Developer) may apply to the Town for approval of a new Development Agreement, which approval shall not be withheld provided that all violations of this Agreement have been remedied.

22. Transfers of Project Ownership - Until all obligations of the Developer under this Agreement have been fully met, the Developer agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a fifteen (15) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate address and telephone number of the proposed transferee.

- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Agreement, the Developer agrees to furnish the Town with an assumption agreement by which the transferee agrees to perform the obligations required under this Agreement that are applicable to the property to be acquired by the transferee.
- b. Unless otherwise agreed by the Town, the Developer will not be released from any of its obligations hereunder by such transfer and the Developer and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The transferee will be required to furnish new Performance Security and Maintenance Security acceptable to the Town.
- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Agreement, the transferee must satisfy all applicable requirements of the Town, including payment of all outstanding fees, and must receive Town approval to void this Agreement.
- d. The Developer agrees that if it transfers said property without providing the notice of transfer and assumption agreement as required herein, it will be in breach of this Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project.

23. Underground Utilities - All electrical utilities shall be installed underground unless the requirement expressly waived by the Planning Commission.

### III. REQUIRED IMPROVEMENTS

The Developer agrees to pay the full cost of all the improvements listed below **if applicable** to the Project.

1. Water System - The Developer agrees to pay the cost of a State of Tennessee approved potable water system, including without limitation, water mains, fire hydrants, valves, service lines, and accessories, located within the Project, and water mains, fire hydrants, valves, service lines, and accessories, located outside the Project but required to serve the Project. The Developer acknowledges that the Town does not provide water service and will not accept any water system infrastructure. The Developer agrees to bear the cost of all engineering, inspection and laboratory costs incurred by Developer incidental to the water service system in or to the Project.
2. Sanitary Sewer System - The Developer agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by the Town's ordinances with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains and service laterals outside the Project but required to provide sanitary sewer service to the Project. **The Developer is approved for 25 sewer taps. Developer understands and agrees that that these 25 taps shall be deducted from the 943 total taps reserved for the entire Tollgate Village Development. No additional sewer taps (more than the 943) are approved or are available for Tollgate Village at this time. Any additional taps will require approval of the Board of Mayor and Aldermen.** The Developer agrees to bear the cost of all engineering, inspection and laboratory testing costs incurred by the Developer incidental to the sewer system in or to the Project, and if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

3. Streets - The Developer agrees to dedicate and improve and/or construct, at no cost to the Town, all public and/or private streets, including curbs, gutters and sidewalks, located within or required by this Project to comply with the standards of the Town in accordance with the Final Project Documents.
  - a. In some circumstances, the Town may require the payment of an in-lieu of construction fee as an alternate to the construction of the required improvements by the Developer. The amount of any in-lieu construction fee will be 125% of the estimated construction cost of the improvements.
  - b. The Developer shall furnish and install base asphalt and a final wearing surface asphalt course on all streets, public and private, in accordance with the Town Regulations and the Final Project Documents. The Developer shall make all necessary adjustments to manholes, valve boxes, and other appurtenances as required to meet finished surface grade and to repair any areas designated by the Town, as required prior to the installation of the final surface asphalt.
  - c. The Developer agrees to install permanent street signposts and markers at all street intersections in the Project and to install traffic control devices, signage and striping relative to the Project. All traffic control devices, signage and striping shall be installed as per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Town Engineer.
  - d. The Developer agrees to pay the cost of all engineering, inspection and laboratory costs incurred by the Developer incidental to the construction of street(s) to be constructed or improved pursuant to this Agreement, including, but not limited to, material and density testing, and if the Town Planner or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.
4. Streetlights - The Developer agrees to pay the cost of installation of Street Lighting along all public roadways improved as part of the Project.
5. Power Distribution Poles – The Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage. If the Project frontage is along both sides of the public road, the Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project. If the Project is only along one side of the public road, the Developer agrees to pay one-half the cost of the difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage.
6. Gas and Electric Service - The Developer shall install underground electric and natural gas service to the Project in accordance with Town ordinances and/or policies in effect at the time of such installation.
7. Stormwater Management System - The Developer agrees that all storm water management systems and related facilities, including, without limitation, permanent post-construction storm water runoff management best management practices, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Project are to be constructed and maintained by the Developer.
8. Stormwater Pollution Prevention Plan - The Developer agrees that it will prepare, implement, and maintain a Stormwater Pollution Prevention Plan for the Project in accordance with all Town, State, or Federal regulations, and as approved in the Final Project Documents.

9. Best Management Practices - The Developer agrees that it will provide all necessary best management practices (BMPs) for erosion and sediment control. BMPs to control erosion and sediment during construction, include, but are not limited to, temporary vegetation, construction exit, inlet protection, and silt fence.
  - a. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched, seeded and/or sodded, or otherwise protected as required by the Town Engineer to prevent erosion.
  - b. In the event the Town Engineer determines that necessary erosion and sediment control is not being provided by the Developer, the Town Engineer may issue a Notice of Violation (NOV) to the Developer.
10. Engineer's Certification - The Developer shall provide the written opinion of a professional engineer currently licensed to practice in Tennessee attesting that the entire watershed where the Project Site is located has been reviewed, and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed development of the Project will not increase, alter or affect the flow of surface runoff water, nor contribute to same, so as to damage, flood or adversely affect any downstream property.
11. Stream Buffers - The Developer agrees to provide stream buffers along all regulated watercourses in accordance with Town Regulations and the TDEC General Construction Permit.
12. Changes and Substitutions - Should the Developer determine that changes or substitutions to the Approved Final Project Documents may be necessary or desirable, the Developer shall notify the Town Engineer in writing requesting approval of the desired changes or substitutions, explaining the necessity or desirability of the proposed changes or substitutions. The request by the Developer must be accompanied by sufficient documentation, including drawings, calculations, specifications, or other materials necessary for the Town to evaluate the request. No changes are to be made in the field until written permission is granted by the Town Engineer.

#### **IV. PROJECT SCHEDULE**

1. Approved Final Project Documents – Prior to the recording of the Final Plat, the Developer shall provide to the Town electronic copies (PDF scans) of the Approved Final Project Documents (Collective Exhibit A) along with a signed acknowledgment that the documents submitted are incorporated into this Agreement by reference.
2. Demolition Permits - If demolition of any improvement on the Project Site is anticipated, a demolition permit from the Town must be obtained from the Town.
3. Certificate of Insurance –Prior to the recording of the Final Plat, the Developer will furnish to the Town a certificate of insurance evidencing the required coverage and listing the Town as additional insured. The furnishing of the aforesaid insurance shall not relieve the Developer of its obligation to indemnify the Town in accordance with the provisions of this Agreement.
4. Surety - The Developer must pay all fees, furnish all required Sureties prior to the recording of the Final Plat.

5. Commencement of Construction - The Developer agrees to commence Construction within twenty-four (24) calendar months from the Effective Date. The failure of the Developer to commence Construction within twenty-four (24) months of the Effective Date will be considered an expiration of the Agreement, and a new agreement shall be approved before Construction may begin.
6. Project Duration – It is anticipated that the Developer shall substantially complete the Project on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than **60 months** from when the Developer commences construction of the Project.
7. Request for Extension - The Developer agrees that if due to unforeseen circumstances it is unable to Substantially Complete all work included in this Agreement on or before the Substantial Completion Date specified above, it will submit a written request for extension of the Substantial Completion Date to the Town at least sixty (60) days prior to the specified date, stating the reason for its failure to complete the work as agreed, and a revised Substantial Completion Date. The Town will not unreasonably withhold approval of extensions of time where the Developer has complied with the requirements of notice to the Town and provided any required additional Security.
8. Breach of Agreement for Time Extension - The Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Agreement.
9. Withholding or Withdrawal of Service - The Developer agrees that should it fail to complete any part of the work outlined in this Agreement in a good and workmanlike manner, the Town shall reserve the right to withhold and/or withdraw all building permits and/or water and sewer service within the Project until all items of this Agreement have been fulfilled by the Developer, or as an alternative draw upon the Security to complete the work.

## **V. PROJECT CLOSEOUT**

1. As-Built Drawings - Prior to Final Acceptance, the Developer shall submit as-built plans of the improvements installed as part of the Project, including but not limited to, the potable water system, the sanitary sewer system, the drainage/detention/stormwater management system, landscaping, irrigations system, photometric plan, and streets including curbs and gutters and sidewalks, signed and sealed by a Design Professional, confirming that the installed improvements are in compliance with Town regulations and the approved Final Project Documents.
2. Letter of Completeness – Prior to Final Acceptance, the Town shall conduct a site check visit and if appropriate issue a Letter of Completeness that the Project is ready to be considered for acceptance by the Board of Mayor and Aldermen. The Letter of Completeness does not constitute acceptance of the Project by the Town. Until Final Acceptance by the Board of Mayor and Aldermen any part of the Project is subject to correction. Developer shall comply with the Town's Dedication of Public Improvements Policy.
3. Curbs and Gutters - All required curbs and gutters must be completed and without defect prior to Final Acceptance of the Project. The Developer shall be responsible for repairing any latent defects and/or failures in the curbs and gutters which may occur prior to formal acceptance of the Project.



4. Final Construction Cost - The Developer shall furnish in writing the itemized as-built construction cost of all public improvements prior to issuance of a Letter of Completeness for the Project.
5. Tree Mitigation/Replacement - Prior to the issuance of a Letter of Completeness, the Developer shall submit an as-built landscaping plan that reflects the required tree mitigation and replacement and all revisions to the mitigation plan as approved by the Planning Commission. Tree mitigation/replacement shall be reviewed by the Town Planner.
6. Sidewalks - All required sidewalks shall be completed and without defect prior to acceptance of the Project. The Developer shall be responsible for repairing any latent defects in the sidewalks prior to acceptance of the Project. All references to sidewalks include required handicap ramps. Nothing herein shall be construed to require acceptance of sidewalks by the Town for a Project.

## **VI. SECURITY**

1. Cost Estimates - The Developer has furnished to the Town estimates as to quantity and cost of all public improvements relative to the Project, such estimate being set forth on **Exhibit C** attached hereto and incorporated herein by reference. These estimates will be used to assist the Town Engineer in establishing the amount of Security required for the Project.
2. Security for Public Improvements - The Developer shall provide at the time of final plat to the Town a Performance Security instrument in the amount which sum represents 110% of the estimated cost of all approved public improvements.
3. The Performance and Maintenance Security shall have an expiration date of one (1) year after the Effective Date, but shall automatically renew for successive one (1) year periods without effort by the Town until the Security is released by the Town at the time of acceptance.
4. Form of Security - The form and substance of any Security shall be subject to the approval of the Town Attorney. A copy of the Performance Security is attached to this Agreement as **Exhibit D** and made a part hereof guaranteeing, to the extent of the Security, the faithful performance of this Agreement by the Developer. The Security, if a Letter of Credit, shall provide that the physical presence of a representative of the Town shall not be required for presentation and that litigation regarding same shall be held in a court in Williamson County, Tennessee.
5. Notification of Non-Renewal - Should the Issuer or Developer elect to not renew the Performance Security, written notice must be received by the Town no later than ninety (90) days prior to its expiration date, at which time the Town can draw up to the face value of the Performance Security.
6. Maintenance Security - The amount of the Performance Security may be reduced to a reasonable sum as determined by the Town Engineer to cover Developer's warranty obligations hereunder, thus establishing a Maintenance Security. The Maintenance Security shall remain in place until the Security is released by the Town at the time of acceptance.
7. Full Financial Responsibility - It is understood and agreed by the Developer that the Performance Security and the Maintenance Security, subject to their limits, are to furnish Security for the Developer's obligations hereunder, but that such obligations are not limited by the amount of such Security. The Security shall remain in force until the Security is released by the Town, although the same may be reduced from time to time as provided herein. All collection

expenses, court costs, attorney's fees, and administration costs incurred by the Town in connection with collection under the Security shall be paid by the Developer and such obligations are included in the amount of the Security.

8. Right of Town to Performance Security - The Town reserves the right to draw upon the Performance Security, in an amount deemed necessary by the Town in its sole discretion, upon failure of the Developer to comply with any obligations of Developer contained in this Agreement which arise prior, or as a condition to acceptance.
9. Right of Town to Maintenance Security - The Town reserves the right to draw upon the Maintenance Security, in an amount deemed necessary by the Town in its sole discretion, upon failure of the Developer to comply with any obligations of Developer contained in this Agreement which arise prior to acceptance.
10. Current Project Cost – The Developer agrees that if the Security furnished to secure the obligations of the Developer under this Agreement, due to inflation and/or rising costs, previous errors in estimation, or any other reason, is inadequate to secure such obligations at the time an extension of time is sought, the Developer will provide additional Security to bring the Security amount in line with current cost projections made by the Town Engineer.

## **VII. WARRANTY**

1. Warranty Period - The Developer is required to complete the Public Improvements and all other improvements relative to the Project, in accordance with the terms of this Agreement. Further, the Developer is to correct any defects or failures as directed by the Town Planner or his or her designee that occur to any such improvements within one (1) year following acceptance.
2. Scheduled Inspections - Prior to the expiration of the Warranty Period, Town staff may inspect the streets, curbs and gutters, sidewalks, drainage/detention/stormwater management system, landscaping, lighting, irrigation, fencing and all other required improvements to determine any defects or failures of the same.
  - a. Prior to the end of the Warranty Period, the Town will perform an inspection and prepare a list of defects and/or other work that maybe required for the Town to accept the improvements for permanent maintenance. The list of defects and/or other required work will be furnished to the Developer no later than forty-five (45) days from the end of the Warranty Period.
  - b. If no defects or failures are found by the Town at such inspection, or if a defect is found by the Town but same is cured prior to the end of the Warranty Period, the Town Planner or her designee shall recommend that the BOMA accept the improvements for permanent maintenance and any remaining Maintenance Security may be released.

Nothing herein shall be construed to impose a duty on the Town to inspect the required improvements or to relieve Developer of any liability related to these improvements.

3. Re-Inspection - If all deficiencies noted in the inspection have not been corrected by the Developer prior to the expiration of the Warranty Period, Town staff shall re-inspect the Project and provide an updated list of deficiencies. The Developer shall have a specified number of days to make the remaining corrections, and the Warranty Period will be extended to allow the deficiencies to be corrected. If all corrections are not made by the Developer by the end of the time extension, the Town may demand payment on the Security, and, upon collection, shall

proceed to make the corrections. If and when the Developer or the Town, as the case may be, has corrected all failures and defects, the Town Planner or his or her designee shall recommend Final Acceptance by the BMA and any remaining Maintenance Security may be released.

4. Formal Acceptance – Upon recommendation of the Town Planner or her designee, the BOMA may approve acceptance of the Project, including the release of the Maintenance Security, and assume full ownership and maintenance responsibility for all public improvements associated with the Project.

### **VIII. INSURANCE**

1. Comprehensive General Liability Insurance - The Developer shall purchase and maintain comprehensive general liability and other insurance that shall insure against claims arising out of the Developer's performance under this Agreement, whether such claims arise out of the actions or lack of action of the Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose actions or lack of action any of them may be liable, including, without limitation:
  - a. Claims for the personal injury, occupational illness or death of the Developer's employees, if any;
  - b. Claims for the personal injury, illness or death of any person other than the Developer's employees or agents;
  - c. Claims for injury to or destruction of tangible property, including loss of use resulting therefrom;
  - d. Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and,
  - e. Claims by third parties for personal injury and property damage arising out of the Developer's failure to comply with the Developer's obligations under this Agreement.
  - f. Claims brought under worker's compensation; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, the Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same.
2. Coverage Required - The insurance coverage required by this Agreement shall include the coverage specified above with policy limits of not less than \$1,000,000 Combined Single Limit general liability and \$500,000 Combined Single Limit automobile liability per occurrence.
  - a. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to the Developer's obligations under this Agreement.
  - b. Each insurance policy shall contain a provision stating that the insurer will give the Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until the BOMA approves acceptance and releases of Security of the completed Project.
  - c. In addition, the Developer shall maintain completed operations insurance for at least one (1) year after the BOMA approves acceptance and release of Security.
  - d. The Developer shall furnish the Town with evidence of the continuation of all such insurance at the time of issuance of the notice of acceptance and release of Security.

### **XII. MISCELLANEOUS PROVISIONS**

1. Notices - All notices, demands and requests required or permitted by this Agreement shall be in writing (including telecopy communications) and shall be sent by email, certified mail, or hand delivery. Any notice, demand or request which is mailed, hand delivered or sent by courier shall be deemed given for all purposes under this Agreement when delivered to the intended address.

<b>TOWN</b>	<b>DEVELOPER</b>	<b>OWNER</b>
Town of Thompson's Station P. O Box 100 Thompson's Station, TN 37179	Regents Homes 6901 Lenox Village Drive #107 Nashville, TN 37211	Same

2. Change of Address - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.
3. Choice of Law - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.
4. Joinder of Owner - If the Developer is not the Owner of the Project Site, the Owner joins in this Agreement and by the Owner's execution of this Agreement the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer.
5. Interpretation and Severability - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
6. No Waiver - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
7. Amendments and Modification - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer.
8. Authority to Execute - Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

9. Binding Agreement - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

**DEVELOPER:**

By: *David C. McGowan Jr*

Title: *President & Chief Manager*

Signature: *[Handwritten Signature]*

Date: *12-11-18*

**TOWN OF THOMPSON'S STATION:**

By:

Title: Mayor

Signature:

Date

**EXHIBIT LIST**

- A - Final Project Documents
- B - Conditions of approval established by the BOMA, the Planning Commission (PC) or the Design Review Commission (DRC)
- C - Estimated cost of public improvements
- D - Performance and Maintenance Security Documents

**RESOLUTION NO. 2019-005**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
TO AUTHORIZE THE MAYOR AND TOWN ADMINISTRATOR TO NEGOTIATE AN  
AGREEMENT WITH DUNCAN & ASSOCIATES TO CONDUCT AN IMPACT FEE STUDY**

WHEREAS, the Town has advertised and received responses to its Request for Qualifications ("RFQ") for a contractor to conduct an impact fee study (the "Project"); and.

WHEREAS, based on the responses received, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into negotiations for an agreement with Duncan & Associates for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the Mayor and Town Administrator is authorized to negotiate an agreement with Duncan & Associates for the Project consistent with the RFQ and proposed budget, the final agreement to be considered for approval by the Board of Mayor and Aldermen.

RESOLVED AND ADOPTED this \_\_\_\_ day of January 2019.

---

**Corey Napier , Mayor**

ATTEST:

---

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

---

Todd Moore, Town Attorney



Phone: (615) 794-4333  
Fax: (615) 794-3313  
www.thompsons-station.com



1550 Thompson's Station Road W.  
P.O. Box 100  
Thompson's Station, TN 37179

**DATE:** January 3, 2019  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Wendy Deats, Town Planner  
**SUBJECT:** **Roadway Impact Fee Study**

---

The Town released an RFQ to solicit statements of qualifications for an impact fee study to update and clarify the Town's roadway impact fees. The Town received two statements of qualifications for the roadway impact fee study. The companies that submitted their qualifications were Tishler Bise and Duncan & Associates. Upon review of the two submittals, Staff finds that both companies have national and local experience and meet the requirements set forth within the request for qualifications. Staff believes that both firms have presented information to demonstrate their competency in preparing our impact fee study. Upon review of the references, both companies received positive feedback related to their work product, communication and adhering to a schedule. However, the submittal for Duncan & Associates did provide more references in Tennessee, one of which had used Duncan for review of fees a few times since 1999. Staff believes Duncan & Associates can provide well thought out information, communicate well and deliver the work product on schedule. Therefore Staff recommends that the Board of Mayor and Aldermen adopt a resolution authorizing the mayor to enter into an agreement with Duncan for the preparation of the impact fee study.

Attachments  
Resolution 2019-005

**ORDINANCE NO. 2019-002**

**AN ORDINANCE TO AMEND TITLE 18 OF THE TOWN OF THOMPSON'S STATION,  
TENNESSEE MUNICIPAL CODE BY ESTABLISHING A UTILITIES BOARD TO ACT AS THE  
WASTEWATER BOARD OF THE TOWN**

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station currently serves as the wastewater board pursuant to Tenn. Code Ann. § 7-35-401 et seq.; and

WHEREAS, the Board has determined that it is in the best interest of the Town to create a new board to operate as the wastewater board of the Town and to exercise the powers set forth in Tenn. Code Ann. § 7-35-406.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Thompson's Station, Tennessee as follows:

**Section 1.** That Title 18 of the Thompson's Station Municipal Code is amended by adding a new Chapter 3 as follows:

**18-301. Creation.**

That pursuant to Tenn. Code Ann. § 7-35-406 and other applicable law, there is hereby created a board of wastewater services to be known and referred to as the Thompson's Station Utilities Board ("Utilities Board" or "board").

**18-302. Board Membership; Appointment.**

The Utilities Board shall consist of five (5) members appointed by the Board of Mayor and Aldermen ("BOMA"). The BOMA shall appoint five (5) members from among the property holders, who are and have been residents of the town for not less than one (1) year next preceding the date of appointment. The BOMA may, in its discretion, appoint one (1) BOMA member as one (1) of the five (5) members of the Utilities Board, but in that event, the term of that member shall not extend beyond their term on the BOMA.

Utility Board members shall be appointed by majority vote of the BOMA, the original appointees to serve from the date of appointment for one (1), two (2), three (3), four (4) and five (5) years, respectively, from the next succeeding July 1<sup>st</sup>. However, if a member of the BOMA of the Town is appointed to serve on the board, the original appointees to serve from the date of appointment for one (1), two (2), three (3), and four (4) years, respectively, from the next succeeding July 1<sup>st</sup> and the BOMA member's term shall run concurrent with their BOMA term. Each successor to a retired member of the board shall be appointed for a term of

five (5) years in the same manner, at the next regular meeting of the BOMA of the Town in June next preceding the expiration of the term of the retiring member. Appointments to complete unexpired terms of office, vacant for any cause, shall be made in the same manner as the original appointments.

**18-303. Meetings; Compensation.**

(a) Within ten (10) days after appointment and qualification of members, the Utilities Board shall hold a meeting to elect a chair, and designate a secretary and treasurer, or a secretary-treasurer, who need not be a member. The board shall hold public meetings at least once per month, at such regular time and place as they may determine. Changes in the time and place of meeting shall be made known to the public as far in advance as practicable. Except as otherwise expressly provided, the board shall establish its own rules of procedure.

(b) All members of the Utilities Board shall serve without compensation, but they shall be allowed necessary traveling and other expenses while engaged in the business of the board, including an allowance not to exceed one hundred dollars (\$100) per month for attendance at meetings. Such expenses, as well as the salaries of the secretary and treasurer, or secretary-treasurer, shall constitute a cost of operation and maintenance.

**18-304. Powers; Duties.**

(a) The Utilities Board, constituted and appointed as provided in this part and referred to in this subsection as the "board", has the power to take all steps and proceedings and to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this part, subject only to limitations on matters requiring approval by the BOMA.

(b) From and after its first meeting, the board shall act in an advisory capacity to the BOMA in all matters pertaining to the financing of the enterprise and the acquisition of any or all parts of the proposed works or extensions to the works by purchase, condemnation or construction, and it is the board's duty to collect and furnish all necessary data and information, and to recommend such appropriate action by the BOMA as may appear to the board to be necessary from time to time.

(c) Subject to and after approval by the BOMA, the board shall have the power, and it shall be the board's duty, to proceed with all matters pertaining to construction, extensions, improvements and repairs necessary to proper completion of the works. After completion and acceptance of the works by the board, and approval of such acceptance by the BOMA, the board shall have the power, and it shall be its duty, to proceed with all matters and perform everything necessary to the proper operation of the works and collection of charges for

service rendered, subject only to the limitation of funds available for operation and maintenance. To this end, the board may employ such employees as in its judgment may be necessary and may fix their compensation, all of whom shall do such work as the board shall direct. The board shall have power to employ engineers and attorneys whenever in its judgment such services are necessary. **Notwithstanding the foregoing, the BOMA and Utilities Board may agree that Town employees, engineers and attorneys shall perform some or all of the work necessary for the operation of the wastewater system at the direction and under the supervision of the Town Administrator.**

(d) The board shall comply with all budgeting, purchasing, conflict of interest ordinances and financial controls policies adopted by the Town and in accordance with state law.

(e) The board shall perform such other duties related to the operation of the Town's water and wastewater systems as may be requested by the BOMA.

**Section 2.** That the second paragraph of §18-102 of the Thompson's Station Municipal Code that designates the BOMA as the wastewater board of the Town is deleted in its entirety.

**Section 3.** If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

**Section 4.** This ordinance shall become effective upon final passage, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Town Attorney



**Cash Balance Report As of December 31, 2018**

	<b>Nov 2018</b>	<b>Dec 2018</b>
<b>General Fund:</b>		
Cash Available (Cash + AR - AP)	173,497	277,437
Money Market Investment Accounts	5,112,112	5,114,620
Total General Fund Cash	5,285,609	5,392,057
Less: Reserved Rainy Day Fund	(1,024,220)	(1,026,682)
Less: Developer Cash Bonds Held	(103,100)	(59,000)
Less: County Mixed Drink Tax Payable	-	-
Less: Debt Principal and Interest Payments Due within 12 Months	(304,806)	(304,806)
Less: Hall Tax Refund Owed to State	(236,653)	(236,653)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(326,363)	(326,363)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)		
New Town Hall Construction		
Critz Lane Improvements	(300,000)	(300,000)
Critz Lane Redesign (596,000)		
Grant Projects (Net after grant of \$1.6m received)		
Parks (265,000)		
Cash Available - General Fund	2,990,467	3,138,553
<b>Wastewater Fund:</b>		
Cash Available (Cash + AR - AP)	276,240	181,032
Money Market Investment Accounts	3,807,464	3,908,913
Total Wastewater Fund Cash	4,083,704	4,089,945
Less: Reserved Rainy Day Fund	(1,200,000)	(1,200,000)
Less: Cell 1 - Repairs	(300,000)	(300,000)
Less: Debt Principal and Interest Payments Due within 12 Months	(122,340)	(122,340)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	1,345,364	1,351,605
<b>Total Cash Available</b>	<b>4,335,831</b>	<b>4,490,158</b>





General Fund Revenue Analysis as of  
December 31, 2018

	Dec YTD 2018	Budget	% of Budget	Budget Remaining	Comment
<b>General Government Revenues:</b>					
31111 Real Property Tax Revenue	11,024	270,000	4%	258,976	
31310 Interest & Penalty Revenue	18	-		(18)	
31610 Local Sales Tax - Trustee	455,123	900,000	51%	444,877	
31710 Wholesale Beer Tax	46,793	95,000	49%	48,207	
31720 Wholesale Liquor Tax	7,159	15,000	48%	7,841	
31810 Adequate School Facilities Tax	25,371	70,000	36%	44,629	
31900 CATV Franchise Fee Income	14,710	25,000	59%	10,290	
32000 Beer Permits	7,525	600	1,254%	(6,925)	
32200 Building Permits	225,177	300,000	75%	74,824	
32230 Submittal & Review Fees	2,525	20,000	13%	17,475	
32245 Miscellaneous Fees	52,082	2,000	2,604%	(50,082)	
32260 Business Tax Revenue	4,103	75,000	5%	70,897	
33320 TVA Payments in Lieu of Taxes	-	50,000	0%	50,000	
33510 Local Sales Tax - State	182,253	350,000	52%	167,747	
33520 State Income Tax	-	-		-	
33530 State Beer Tax	-	2,000	0%	2,000	
33535 Mixed Drink Tax	10,884	12,000	91%	1,116	
33552 State Streets & Trans. Revenue	3,139	8,000	39%	4,861	
33553 SSA - Motor Fuel Tax	39,670	80,000	50%	40,330	
33554 SSA - 1989 Gas Tax	6,247	12,000	52%	5,753	
33555 SSA-- 3 Cent Gas Tax	11,575	20,000	58%	8,425	
33556 SSA - 2017 Gas Tax	14,712	20,000	74%	5,288	
36120 Interest Earned - Invest. Accts	15,713	20,000	79%	4,287	
37746 Parks Revenue	16,811	20,000	84%	3,189	
37747 Parks Deposit Return	(3,930)	(5,000)	79%	(1,070)	
37990 Other Revenue	5,050	10,000	51%	4,950	
Total general government revenue	1,153,734	2,371,600	49%	1,217,866	
<b>Non-Operating Income:</b>					
32300 Impact Fees	294,730	550,000	54%	255,270	
38000 Transfer from Reserves	-	5,812,000		5,812,000	
Total non-operating revenue	294,730	6,362,000		6,067,270	
Total revenue	1,448,464	8,733,600		7,285,136	



General Fund Expenditure Analysis as of  
December 31, 2018

	Dec YTD 2018	Budget	% of Budget	Budget Remaining	Comment
<b>General Government Expenditures:</b>					
41110 Salaries	231,633	600,000	39%	368,367	
41141 FICA	14,514	37,200	39%	22,686	
41142 Medicare	3,394	8,700	39%	5,306	
41147 SUTA	419	2,400	17%	1,981	
41161 General Expenses	190	1,000	19%	810	
41211 Postage	316	1,000	32%	684	
41221 Printing, Forms & Photocopy	1,638	7,500	22%	5,862	
41231 Legal Notices	602	3,000	20%	2,398	
41235 Memberships & Subscriptions	2,023	4,000	51%	1,977	
41241 Utilities - Electricity	5,585	12,000	47%	6,415	
41242 Utilities - Water	924	2,500	37%	1,576	
41244 Utilities - Gas	522	2,000	26%	1,478	
41245 Telecommunications Expense	2,097	5,000	42%	2,903	
41252 Prof. Fees - Legal Fees	80,000	100,000	80%	20,000	
41253 Prof. Fees - Auditor	12,000	16,000	75%	4,000	
41254 Prof. Fees - Consulting Engineers	52,284	50,000	105%	(2,284)	
41259 Prof. Fees - Other	32,672	40,000	82%	7,328	
41264 Repairs & Maintenance - Vehicles	4,707	5,000	94%	293	
41265 Parks & Recreation Expense	33,868	40,000	85%	6,132	
41266 Repairs & Maintenance - Buildings	8,919	20,000	45%	11,081	
41268 Repairs & Maintenance - Roads	25,351	819,300	3%	793,949	
41269 SSA - Street Repair Expense	39,246	140,000	28%	100,754	
41270 Vehicle Fuel & Oil	8,700	15,000	58%	6,300	
41280 Travel	1,553	2,500	62%	947	
41285 Continuing Education	1,114	5,000	22%	3,886	
41289 Retirement	10,192	30,000	34%	19,808	
41291 Animal Control Services	7,355	7,500	98%	145	
41300 Economic Development	6,499	7,500	87%	1,001	
41311 Office Expense	12,832	100,000	13%	87,168	
41511 Insurance - Property	21,443	3,600	596%	(17,843)	
41512 Insurance - Workers Comp.	10,021	13,000	77%	2,979	
41513 Insurance - Liability	5,723	5,300	108%	(423)	
41514 Insurance - Medical	33,412	90,000	37%	56,588	
41515 Insurance - Auto	2,880	2,100	137%	(780)	
41516 Insurance - E & O	10,032	11,000	91%	968	
41551 Trustee Commission	6	5,500	0%	5,494	
41633 Interest Expense - Note Payable	1,050	2,000	53%	950	
41720 Donations	29	-	0%	(29)	
41800 Emergency Services	100,000	145,000	69%	45,000	
41899 Other Expenses	-	10,000	0%	10,000	
<b>Total general government expenditures</b>	<b>785,749</b>	<b>2,371,600</b>	<b>33%</b>	<b>1,585,851</b>	
<b>General government change in net position</b>	<b>367,985</b>	<b>-</b>		<b>(367,985)</b>	
<b>Non-Operating Expenditures:</b>					
41940 Capital Projects	437,338	6,050,000	7%	5,612,662	
41944 Capital Projects - Parks	9,916	-		(9,916)	
49030 Capital Outlay Note Payment	151,254	312,000		160,746	
<b>Total non-operating expenditures</b>	<b>598,508</b>	<b>6,362,000</b>		<b>5,763,492</b>	
<b>Non-operating change in net position</b>	<b>(303,778)</b>	<b>-</b>		<b>303,778</b>	
<b>Total expenditures</b>	<b>1,384,257</b>	<b>8,733,600</b>		<b>7,349,343</b>	
<b>Change in Net Position</b>	<b>64,207</b>	<b>-</b>		<b>(64,207)</b>	



General Fund Revenue Analysis as of  
December 31, 2018

	Nov 2018	Dec 2018	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
<b>General Government Revenues:</b>							
31111 Real Property Tax Revenue	10,456	-	(10,456)	1,837	22,500	20,663	
31310 Interest & Penalty Revenue	-	-	-	3	-	(3)	
31610 Local Sales Tax - Trustee	76,386	78,965	2,579	75,854	75,000	(854)	
31710 Wholesale Beer Tax	8,307	7,979	(328)	7,799	7,917	118	
31720 Wholesale Liquor Tax	1,154	1,547	393	1,193	1,250	57	
31810 Adequate School Facilities Tax	5,229	3,429	(1,800)	4,229	5,833	1,605	
31900 CATV Franchise Fee Income	3,138	-	(3,138)	2,452	2,083	(368)	
32000 Beer Permits	100	300	200	1,254	50	(1,204)	
32200 Building Permits	12,556	26,135	13,579	37,529	25,000	(12,529)	
32230 Submittal & Review Fees	175	275	100	421	1,667	1,246	
32242 Miscellaneous Fees	-	-	-	8,680	167	(8,514)	
32260 Business Tax Revenue	156	68	(88)	684	6,250	5,566	
33320 TVA Payments in Lieu of Taxes	-	-	-	-	4,167	4,167	
33510 Local Sales Tax - State	48,164	35,135	(13,029)	30,375	29,167	(1,209)	
33520 State Income Tax	-	-	-	-	-	-	
33530 State Beer Tax	-	-	-	-	167	167	
33535 Mixed Drink Tax	2,189	2,145	(44)	1,814	1,000	(814)	
33552 State Streets & Trans. Revenue	782	782	-	523	667	143	
33553 SSA - Motor Fuel Tax	7,584	7,471	(113)	6,612	6,667	55	
33554 SSA - 1989 Gas Tax	1,182	1,218	36	1,041	1,000	(41)	
33555 SSA - 3 Cent Gas Tax	2,190	2,256	66	1,929	1,667	(263)	
33556 SSA - 2017 Gas Tax	3,032	2,983	(49)	2,452	1,667	(785)	
36120 Interest Earned - Invest. Accts	2,624	2,608	(16)	2,619	1,667	(952)	
37746 Parks Revenue	300	514	214	2,802	1,667	(1,135)	
37747 Parks Deposit Return	-	-	-	(655)	(417)	238	
37990 Other Revenue	800	800	-	842	833	(8)	
<b>Total general government revenue</b>	<b>186,504</b>	<b>174,610</b>	<b>(11,894)</b>	<b>192,289</b>	<b>197,633</b>	<b>5,344</b>	
<b>Non-Operating Income:</b>							
32300 Impact Fees	17,896	38,384	20,488	49,122	45,833	(3,288)	
38000 Transfer from Reserves	-	-	-	-	484,333	484,333	
39995 Capital Outlay Note Proceeds	-	-	-	-	-	-	
<b>Total non-operating revenue</b>	<b>17,896</b>	<b>38,384</b>	<b>20,488</b>	<b>49,122</b>	<b>530,167</b>	<b>481,045</b>	
<b>Total revenue</b>	<b>204,400</b>	<b>212,994</b>	<b>8,594</b>	<b>241,411</b>	<b>727,800</b>	<b>486,389</b>	



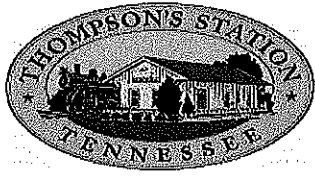
General Fund Expenditure Analysis as of  
December 31, 2018

	Nov 2018	Dec 2018	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
<b>General Government Expenditures:</b>							
41110 Salaries	33,319	34,426	1,107	32,868	50,000	17,132	
41141 FICA	2,066	2,110	44	2,067	3,100	1,033	
41142 Medicare	483	493	10	484	725	241	
41147 SUTA	21	19	(2)	67	200	133	
41161 General Expenses	-	-	-	32	83	52	
41211 Postage	116	-	(116)	53	83	31	
41221 Printing, Forms & Photocopy	273	273	-	228	625	398	
41231 Legal Notices	287	-	(287)	100	250	150	
41235 Memberships & Subscriptions	484	48	(436)	329	333	4	
41241 Utilities - Electricity	923	915	(8)	778	1,000	222	
41242 Utilities - Water	186	-	(186)	154	208	54	
41244 Utilities - Gas	84	186	102	56	167	111	
41245 Telecommunications Expense	405	22	(383)	346	417	71	
41252 Prof. Fees - Legal Fees	10,975	6,700	(4,275)	12,217	8,333	(3,883)	
41253 Prof. Fees - Auditor	4,000	-	(4,000)	2,000	1,333	(667)	
41254 Prof. Fees - Consulting Engineers	2,770	13,466	10,696	6,470	4,167	(2,303)	
41259 Prof. Fees - Other	1,930	(48)	(1,978)	5,453	3,333	(2,120)	
41264 Repairs & Maintenance - Vehicles	-	558	558	692	417	(275)	
41265 Parks & Recreation Expense	2,100	272	(1,828)	5,599	3,333	(2,266)	
41266 Repairs & Maintenance - Buildings	250	1,947	1,697	1,162	1,667	505	
41268 Repairs & Maintenance - Roads	1,814	976	(838)	4,062	68,275	64,213	
41269 SSA - Street Repair Expense	3,535	150	(3,385)	6,516	11,667	5,151	
41270 Vehicle Fuel & Oil	2,129	670	(1,459)	1,338	1,250	(88)	
41280 Travel	-	-	-	259	208	(51)	
41285 Continuing Education	-	200	200	152	417	264	
41289 Retirement	1,604	743	(861)	1,575	2,500	925	
41291 Animal Control Services	-	-	-	1,226	625	(601)	
41300 Economic Development	-	200	200	1,050	625	(425)	
41311 Office Expense	811	2,064	1,253	1,970	8,333	6,364	
41511 Insurance - Property	-	-	-	3,574	300	(3,274)	
41512 Insurance - Workers Comp.	-	-	-	1,670	1,083	(587)	
41513 Insurance - Liability	-	-	-	954	442	(512)	
41514 Insurance - Medical	7,176	5,611	(1,565)	4,633	7,500	2,867	
41515 Insurance - Auto	-	-	-	480	175	(305)	
41516 Insurance - E & O	-	-	-	1,672	917	(755)	
41551 Trustee Commission	-	-	-	1	458	457	
41633 Interest Expense - Note Payable	-	-	-	4,349	167	(4,183)	
41691 Bank Charges	-	-	-	-	167	167	
41720 Donations	29	-	(29)	5	-	(5)	
41800 Emergency Services	-	-	-	16,667	12,083	(4,583)	
41899 Other Expenses	-	-	-	-	833	833	
<b>Total general government expenditures</b>	<b>77,770</b>	<b>72,001</b>	<b>(5,769)</b>	<b>123,307</b>	<b>197,800</b>	<b>74,493</b>	
<b>Non-Operating Expenditures:</b>							
41940 Capital Projects	3,877	-	(3,877)	72,890	504,167	431,277	
41943 Acquisition of Public Use Prop.	-	-	-	-	-	-	
41944 Capital Projects - Parks	-	-	-	1,653	-	(1,653)	
48000 Transfer to Reserves	-	-	-	-	-	-	
49030 Capital Outlay Note Payment	-	-	-	20,860	26,000	5,140	
<b>Total non-operating expenditures</b>	<b>3,877</b>	<b>-</b>	<b>(3,877)</b>	<b>95,402</b>	<b>530,167</b>	<b>434,765</b>	
<b>Total expenditures</b>	<b>81,647</b>	<b>72,001</b>	<b>(9,646)</b>	<b>218,709</b>	<b>727,967</b>	<b>509,257</b>	



**Wastewater Fund Revenue and Expense Analysis as of  
December 31, 2018**

	<b>Dec YTD 2018</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>	<b>Comment</b>
<b>Revenues:</b>					
3100 Wastewater Treatment Fees	544,695	925,000	59%	380,305	
3101 Septage Disposal Fees	3,800	10,000	38%	6,200	
3105 Late Payment Penalty	11,991	-		(11,991)	
3109 Uncollectible Accounts	-	(5,000)		(5,000)	
3500 Other Income	2,374	-		(2,374)	
4009 Returned Check Charges	-	-		-	
<b>Total Revenues</b>	<b>562,860</b>	<b>930,000</b>	<b>61%</b>	<b>367,140</b>	
<b>Operating Expenses:</b>					
<b>Supply and Operations:</b>					
4010 Payroll Expense	59,731	170,000	35%	110,269	
4210 Permits & Fees Expense	1,458	7,500	19%	6,042	
4220 Laboratory Water Testing	1,904	5,000	38%	3,096	
4230 Supplies Expense	626	5,000	13%	4,374	
4240 Repairs & Maint. Expense	28,069	65,000	43%	36,931	
4250 Postage, Freight & Express Chgs	3,932	8,000	49%	4,068	
4280 Billing Charges	2,295	12,000	19%	9,705	
4310 Utilities - Electric	36,536	90,000	41%	53,464	
4320 Utilities - Water	1,419	5,000	28%	3,581	
4350 Telecommunications	1,234	2,500	49%	1,266	
4390 Insurance Expense	-	21,000	0%	21,000	
4395 Insurance - Employee Medical	2,518	20,000	13%	17,482	
4400 Prof. Fees-Consulting Engineers	112,284	68,000	165%	(44,284)	
4420 Prof. Fees - Auditor	-	2,000	0%	2,000	
4490 Prof. Fees - Other	121,706	64,200	190%	(57,506)	
4710 Payroll Taxes - FICA	3,311	10,000	33%	6,689	
4720 Payroll Taxes - Medicare	774	2,200	35%	1,426	
4730 Payroll Taxes - SUTA	22	3,600	1%	3,578	
4789 Employee Retirement Expense	2,746	7,500	37%	4,754	
4800 Bank Charges	532	500	106%	(32)	
4900 Other Expense	-	1,000	0%	1,000	
<b>Total Supply and Operations</b>	<b>381,095</b>	<b>570,000</b>	<b>67%</b>	<b>188,905</b>	
<b>Depreciation</b>					
4990 Depreciation Expense	180,000	360,000	50%	180,000	
<b>Total Operating Expenses</b>	<b>561,095</b>	<b>930,000</b>	<b>60%</b>	<b>368,905</b>	
<b>Operating result</b>	<b>1,765</b>	<b>-</b>		<b>(1,765)</b>	
<b>Non-Operating Income (Expense):</b>					
3300 Tap Fees	235,126	550,000	43%	314,874	
3902 Interest Income - Invest Accts	7,885	5,000	158%	(2,885)	
4100 Capital Expenditures	-	(300,000)	0%	(300,000)	
4994 Interest Expense	(6,518)	(13,000)	50%	(6,482)	
<b>Total non-operating income</b>	<b>236,493</b>	<b>242,000</b>	<b>98%</b>	<b>5,507</b>	
<b>Change in Net Position</b>	<b>238,257</b>	<b>242,000</b>	<b>98%</b>	<b>3,743</b>	



**Wastewater Fund Revenue and Expense Analysis as  
of December 31, 2018**

	Nov 2018	Dec 2018	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
<b>Revenues:</b>							
3100 Wastewater Treatment Fees	87,970	52,158	(35,812)	90,782	77,083	(13,699)	Nov: 30d Dec: 30d
3101 Septage Disposal Fees	950	850	(100)	633	833	200	
3105 Late Payment Penalty	6,219	-	(6,219)	1,999	-	(1,999)	
3109 Uncollectible Accounts	-	-	-	-	(417)	(417)	
3500 Other Income	-	-	-	396	-	(396)	
4009 Returned Check Charges	35	-	(35)	-	-	-	
<b>Total revenues</b>	<b>95,174</b>	<b>53,008</b>	<b>(42,166)</b>	<b>93,810</b>	<b>77,500</b>	<b>(16,310)</b>	
<b>Operating Expenses:</b>							
<b>Supply and Operations:</b>							
4010 Payroll Expense	9,061	9,061	-	9,955	14,167	4,212	
4210 Permits & Fees Expense	-	700	700	243	625	382	
4220 Laboratory Water Testing	163	163	-	317	417	99	
4230 Supplies Expense	72	-	(72)	104	417	312	
4240 Repairs & Maint. Expense	18,127	768	(17,359)	4,678	5,417	739	
4250 Postage, Freight & Express Chgs	720	456	(264)	655	667	11	
4280 Billing Charges	895	-	(895)	383	1,000	617	
4310 Utilities - Electric	7,358	8,326	968	6,089	7,500	1,411	
4320 Utilities - Water	228	286	58	236	417	180	
4330 Telecommunications	60	581	521	206	208	3	
4390 Insurance Expense	-	-	-	-	1,750	1,750	
4395 Insurance - Employee Medical	1,288	1,101	(187)	420	1,667	1,247	
4400 Prof. Fees-Consulting Engineers	23,041	3,925	(19,116)	18,714	5,667	(13,047)	
4420 Prof. Fees - Auditor	-	-	-	-	167	167	
4490 Prof. Fees - Other	-	-	-	20,284	5,350	(14,934)	
4710 Payroll Taxes - FICA	562	562	-	552	833	282	
4720 Payroll Taxes - Medicare	131	131	-	129	183	54	
4730 Payroll Taxes - SUTA	-	-	-	4	300	296	
4789 Employee Retirement Expense	453	453	395	458	625	167	
4800 Bank Charges	516	523	7	89	42	(47)	
4900 Other Expense	-	-	-	-	83	83	
<b>Total supply and operations</b>	<b>62,675</b>	<b>27,036</b>	<b>(35,244)</b>	<b>63,516</b>	<b>47,500</b>	<b>(16,016)</b>	
<b>Depreciation</b>							
4990 Depreciation Expense	30,000	30,000	-	30,000	30,000	30,000	
<b>Total operating expenses</b>	<b>92,675</b>	<b>57,036</b>	<b>(35,244)</b>	<b>93,516</b>	<b>77,500</b>	<b>(16,016)</b>	
<b>Operating result</b>	<b>2,499</b>	<b>(4,028)</b>	<b>(6,922)</b>	<b>294</b>	<b>-</b>	<b>(294)</b>	
<b>Non-Operating Income (Expense):</b>							
3300 Tap Fees	15,000	25,000	10,000	39,188	45,833	6,646	
3902 Interest Income - Invest Accts	1,268	1,448	180	1,314	417	(897)	
4100 Capital Expenditures	-	-	-	-	(25,000)	(25,000)	
4994 Interest Expense	(2,079)	(1,082)	997	(1,086)	(1,083)	3	
<b>Total non-operating income</b>	<b>14,189</b>	<b>25,366</b>	<b>11,177</b>	<b>39,415</b>	<b>20,167</b>	<b>(19,249)</b>	
<b>Change in Net Position</b>	<b>16,688</b>	<b>21,338</b>	<b>4,255</b>	<b>39,710</b>	<b>20,167</b>	<b>(19,543)</b>	





Town of Thompson's Station  
 General Fund Capital Expenditures Report  
 Fiscal Year to Date as of December 31, 2018

Capital Projects - General Fund	FY19 Budget	PTD 2019	Contracted Amts in Place	Remaining Budget
a New Town Hall Design				
a New Town Hall Construction Documents	29,620	10,640		18,980
a New Town Hall Construction	1,200,000	0		1,200,000
a Critz Lane Realignment Construction		0		0
a Critz Lane Redesign	60,660	39,717		20,943
a Clayton Arnold / TS Road E. Intersection	0	381,045		(381,045)
a Critz Lane Improvements	2,850,000	270,480	266,000	2,579,520
b Grant Projects	1,811,211	0		1,811,211
b Land Purchase		0		0
d Parks	98,509	18,175		80,334
<b>Total Capital Improvements</b>	<b>6,050,000</b>	<b>720,057</b>	<b>266,000</b>	<b>5,329,943</b>

Projected Expenditures

Capital Projects - General Fund	Prior Expense	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	YTD Total
a New Town Hall Design														-
a New Town Hall Construction Documents			10,640											10,640
a New Town Hall Construction														-
a Critz Lane Realignment Construction														-
a Critz Lane Redesign			35,840			3,877								39,717
a Clayton Arnold / TS Road E. Intersection			256,495	124,550										381,045
a Critz Lane Improvements	15,600		400		4,480		250,000							270,480
b Grant Projects														-
c Land Purchase - Encompass														-
d Parks			4,407		6,566	7,202								18,175
<b>Total Capital Improvements</b>		-	<b>307,782</b>	<b>124,550</b>	<b>11,046</b>	<b>11,079</b>	<b>250,000</b>	-	-	-	-	-	-	<b>720,057</b>

Note: Capital Projects are accounted for in the following General Ledger accounts.

- a 41940 Capital Projects
- b 41942 Capital Projects - Grants
- c 41943 Acquisition of Public Use Prop.
- d 41944 Capital Projects - Parks